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PORT OF SAN FRANCISCO

NOTICE OF CANCELLED MEETING

THE REGULAR PORT COMMISSION MEETING SCHEDULED FOR
TUESDAY, APRIL 11, 2000 AT 4:00 P.M.
IS CANCELLED

A SPECIAL PORT COMMISSION MEETING
IS SCHEDULED FOR

TUESDAY, APRIL 18, 2000
AT 3:00 P.M.

in the Port Commission Room
Suite 3100, Ferry Building
San Francisco, CA 94111
(415) 274-0406

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SAN FRANCISCO PORT COMMISSION

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SPECIAL MEETING
3:00 P.M., TUESDAY, APRIL 18, 2000
Suite 3100, Ferry Building, S.F. CA 94111

AGENDA

1. **ROLL CALL**

2. **APPROVAL OF MINUTES** - March 28, 2000 Regular Meeting

3. **EXECUTIVE**

   A. Executive Director's Report

      (1) Gary Olson, Maintenance Superintendent
      (2) China Basin Ferry Terminal

4. **CONSENT CALENDAR**

5. **MARITIME**

6. **REAL ESTATE**

   A. Approval of six separate Memoranda of Agreement between the Port and RMC Pacific Materials for real property at Pier 80, Bode Gravel Company/Mission Valley Rock for real property at Pier 92, British Pacific Aggregates Corporation for real property at Pier 94, ISG Resources, Inc. for real property at Pier 90, Grosvenor Bus Lines, Inc. for real property at Pier 96 and Waste Management, Inc. for real property at Pier 70. (Resolution No. 00-30) (Staff report provided to the Commission.)

   B. Approval of Assignment of Lease No. L-10446 affecting Pier 33 South (The Embarcadero at Bay Street) from Pier 33, Incorporated, a California Corporation, to Kira Mikazon, an Individual. (Resolution No. 00-31) (Staff report provided to the Commission.)

   C. Approval of Fourth Amendment to Lease No. L-10446 with Kira Mikazon, an Individual affecting Pier 33, South (The Embarcadero at Bay Street). (Resolution No. 00-32) (Staff report provided to the Commission.)

7. **FACILITIES & OPERATIONS**

   A. Authorization to award Contract No. 2657, Agricultural Building East Entry Stair Replacement, to the lowest responsive bidder, Homer J. Olson for $162,002 plus a 10% contingency. (Resolution 00-29) (Staff report provided to the Commission.)

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8. PLANNING & DEVELOPMENT

A. Authorization to enter into a contract with the consultant team led by Economics Research Associates to assist with the development of a RFP/Q for the Pier 70 Opportunity Area. (Resolution No. 00-33) (Staff report provided to the Commission.)

B. Discussion and decision as to whether to include an implementation program within the work program of the joint BCDC/Port San Francisco Waterfront Committee. (Resolution No. 00-34) (Staff report provided to the Commission.)

9. FINANCE & ADMINISTRATION

10. NEW BUSINESS / PUBLIC COMMENT

Public comment is permitted on any matter within Port jurisdiction and is not limited to agenda items. Public comment on non-agenda items may be raised during New Business/Public Comment. It is strongly recommended that public comments be submitted in writing so they can be distributed to all Commissioners for review. Please fill out a speaker card and hand it to the Commission Secretary. If you have any question regarding the agenda, please contact the Commission Secretary at 274-0406.

11. EXECUTIVE SESSION

A. Vote on whether to hold closed session to confer with Legal Counsel and Real Property Negotiator.

B. CLOSED SESSION

(1) Discussion of Executive Director's Compensation for Fiscal Year 2000/2001.

(2) CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED LITIGATION MATTERS:

a. Discuss significant exposure to litigation pursuant to subdivision (b) of the California Government Code Section 54956.9 (two cases).
___ As Defendant _X_ As Plaintiff

(3) CONFERENCE WITH REAL PROPERTY NEGOTIATOR – This is specifically authorized under California Government Code Section 54956.8.
This session is closed to any non-City/Port representative.*

a. Property: Western Pacific Property @ 25th & Illinois
Person Negotiating: Port of San Francisco: Paul Osmundson, Director of Planning and Development.
*Municipal Railway: Kerstin Magary

Under Negotiation: ___ Price ___ Terms of Payment _X_ Both
An executive session has been calendared to discuss real estate negotiations regarding the Western Pacific Property @ 25th & Illinois.

b. Property: Muni Metro East Kirkland Bus Yard
Person Negotiating:
Port of San Francisco: Douglas F. Wong, Executive Director
*Municipal Railway: Kerstin Magary

Under Negotiation: ___ Price ___ Terms of Payment X Both
An executive session has been calendared to discuss real property negotiations between the Port and Muni regarding the Muni Metro East Kirkland Bus Yard.

c. Property: Pier 45
Person Negotiating:
Port of San Francisco: Paul Osmundson, Director of Planning & Development
*Bay Center: Tom Sargent
*San Francisco at the Wharf: Dennis Barrie

Under Negotiation: ___ Price ___ Terms of Payment X Both
An executive session has been calendared to give direction to staff concerning real property negotiations anticipated for the Pier 45 RFP.

d. Property: Pier 35
Person Negotiating:
Port of San Francisco: Paul Osmundson, Director of Planning & Development
*S.S. Lurline: Thomas Callinan

Under Negotiation: ___ Price ___ Terms of Payment X Both
An executive session has been calendared to discuss real property negotiations regarding the S.S. Lurline.

e. Property: Jelly's – Dance Café at Pier 50
Person Negotiating:
Port of San Francisco: Theresa Picon, Director of Real Estate
*Jelly's-A Dance Café: Ricci Cornell

Under Negotiation: ___ Price ___ Terms of Payment X Both
An executive session has been calendared to discuss real estate negotiations regarding Jelly's – Dance Café at Pier 50.

12. RECONVENE IN OPEN SESSION

A. Possible report on actions taken in closed session pursuant to Government Code 54957.1 and San Francisco Administrative Code 67.14.

B. Vote in open session on whether to disclose any or all executive session discussions pursuant to Government Code 54957.1 and San Francisco Administrative Code 67.14.

13. ADJOURNMENT

Staff Reports: Explanatory Documents available to the public can be reviewed and copied at the Ferry Building, Suite 3100 or by contacting the Port Receptionist at 415-274-0400.

APRIL/MAY 2000
CALENDAR OF UPCOMING PORT MEETINGS - OPEN TO THE PUBLIC

Date	Time	Group	Location
April 5	4:00 p.m.	Northeast Waterfront Advisory Group	Port Commission Room Ferry Building
April 10	5:30 p.m.	Southern Waterfront Advisory Committee	1800 Oakdale San Francisco
April 11 (**Cancelled**)	4:00 p.m.	Port Commission	Port Commission Room Ferry Building
April 13	10:00 a.m.	BCDC/Port Commission Committee Meeting	Port Commission Room Ferry Building
April 18 (**Special Mtg**)	3:00 p.m.	Port Commission	Port Commission Room Ferry Building
April 19 (**Cancelled**)	4:00 p.m.	BCDC/Port Commission Committee Meeting	Port Commission Room Ferry Building
April 25	9:00 a.m.	Fisherman's Wharf Waterfront Advisory Group	Scoma's Restaurant Pier 47
April 25 (**Cancelled**)	4:00 p.m.	Port Commission	Port Commission Room Ferry Building
April 25	4:00 p.m.	Pier 70 Advisory Group	CA College of Arts & Crafts 450 Irwin Street, S.F.
April 27	4:00 p.m.	BCDC/Port Commission Committee Meeting	Port Commission Room Ferry Building
May 3	4:00 p.m.	Northeast Waterfront Advisory Group	Port Commission Room Ferry Building
May 8	5:00 p.m.	Southern Waterfront Advisory Committee	1800 Oakdale San Francisco
May 9	4:00 p.m.	Port Commission	Port Commission Room Ferry Building
May 16	9:00 a.m.	Fisherman's Wharf Waterfront Advisory Group	Scoma's Restaurant Pier 47
May 23	4:00 p.m.	Port Commission	Port Commission Room Ferry Building

NOTES:

The San Francisco Port Commission meets regularly on the 2nd and 4th Tuesday of the month at 4:00 p.m. Contact Amy Quesada at 274-0406 to be placed on the mailing list for Commission meeting agenda.

The Fisherman's Wharf Advisory Group meets regularly on the 3rd Tuesday of the month. The regular meeting time and place is 9:00 a.m. at Scoma's Restaurant, Pier 47, Fisherman's Wharf.

The Northeast Waterfront Advisory Group meets regularly on the 1st Wednesday of the month at 4:00 p.m. in the Port Commission Room, Ferry Building.

The Ferry Building Waterfront Advisory Group does not have any scheduled meetings.

The Southern Waterfront Advisory Group meets regularly on the 2nd Monday of the month at 5:30 p.m. in the Port Commission Room, Ferry Building.

The Rincon Point-South Beach CAC meets regularly on the 3rd Monday of the month, from 5:00-7:00 p.m. at the South Beach Yacht Club (Pier 40 on The Embarcadero). Please contact Tiffany Bohee at 749-2481 for more information.

Port Website
Check out the Port's Website at **www.sfport.com**

Questions/Contacts

Pier 45 Advisory Group	Kirk Bennett	274-0545
Pier 70 Advisory Group	Anne Cook	274-0483
Northeast Waterfront Advisory Group	Kirk Bennett	274-0545
Ferry Building Waterfront Advisory Group	Alec Bash	274-0539
Bryant Street Pier Advisory Group	Anne Cook	274-0483
Southeast Waterfront Advisory Committee	Braj Norris	274-0540
Port of San Francisco Reception	Liz Fitzgerald	274-0400

ACCESSIBLE MEETING INFORMATION

The Port Commission office is located on the third floor of the Ferry Building, Suite 3100. The Port office is wheelchair accessible. Accessible seating for persons with disabilities (including those using wheelchairs) will be available. The closest accessible BART and MUNI Metro station is Embarcadero located at Market and Spear Streets. Accessible MUNI lines serving the Ferry Building are the 9, 31, 32 and 71. For more information about MUNI accessible services, call 923-6142.

Accessible parking is provided in the small parking lots adjacent to the Ferry Building; three spaces in the north lot and two spaces in the south lot. These spaces are usually full during business hours. Due to the ongoing construction of the Mid-Embarcadero Roadway Project there are currently no curbside passenger unloading and loading areas. The area of the north parking lot adjacent to the north building entrance should be used for this purpose. Parking is available at Rincon (Spear between Mission & Howard), One Market Plaza (Spear between Market & Mission), Embarcadero Center 4 (Clay between Davis & Drumm) and 50 California Garage (Sacramento between Davis & Drumm). There are two accessible entrances into the World Trade Center (north wing of the Ferry Building); one on the north and the main entrance on the west (Embarcadero). The west entrance is provided with two doors in series that can be operated automatically. Both entrances lead to the elevator lobby. The two elevators are accessible and lead to the third floor location of the Port of San Francisco's office, Room 3100. The ramp from the lobby to the third floor is too steep to be considered an accessible path of travel. Public restrooms and drinking fountains on the first floor of the World Trade Center (north wing of the Ferry Building) are accessible, as well as the central restrooms within the Port's office area.

Assistive listening devices are available for use in the Port Commission Meeting. The following services are available on request 72 hours prior to the meeting: (1) American Sign Language Interpreters; (2) A Sound Enhancement System; (3) The use of a reader during the meeting and (4) copies of the agenda or minutes of the meeting in alternative formats. Please contact Kevin Jensen, the Port's ADA Coordinator at (415) 274-0555. Late requests will be honored if possible. Please contact the Commission Secretary at (415) 274-0406 should you require large print of the agenda.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City accommodate these individuals.

Know Your Rights Under the Sunshine Ordinance. Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, please contact Rachel Arnstine O'Hara, Clerk of the Sunshine Ordinance Task Force at 554-6171; fax 554-6177; e-mail address Rachel_ArnstineO'Hara@ci.sf.ca.us; City Hall, Room 362, One Dr. Carlton B. Goodlett Place, San Francisco, CA 94102-4683. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Ordinance Task Force, the San Francisco Public Library and on the City's Website at www.ci.sf.ca.us.

San Francisco Lobbyist Ordinance. Attention: Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (SF Admin. Code 16.520 – 16.534) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 1390 Market Street, #701, San Francisco, CA 94102, phone (415) 554-9510 or fax (415) 703-0121 and web site http://www.ci.sf.ca.us/ethics/.

PORT OF SAN FRANCISCO

Ferry Building
San Francisco, CA 94111
Telephone 415 274 0400
Fax 415 274 0528
www.sfport.com

MEMORANDUM

April 13, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Approval of six separate Memoranda of Agreement between the Port and RMC Pacific Materials for real property at Pier 80, Bode Gravel Company/Mission Valley Rock for real property at Pier 92, British Pacific Aggregates Corporation for real property at Pier 94, ISG Resources, Inc. for real property at Pier 90, Grosvenor Bus Lines, Inc. for real property at Pier 96 and Waste Management, Inc. for real property at Pier 70.

DIRECTOR'S RECOMMENDATION: APPROVE RESOLUTION

BACKGROUND

The Port has been approached by a number of prospective tenants with proposals to lease real property in the Southern Waterfront for a variety of maritime and industrial uses. Proposals have been made by; RMC Pacific Materials ("RMC"), Bode Gravel Company/Mission Valley Rock ("Bode"), British Pacific Aggregates Corporation ("BPA"), ISG Resources, Inc. (ISG"), Grosvenor Bus Lines, Inc. ("Grosvenor") and Waste Management, Inc. ("WMI") (hereafter the "Industry Group"). The proposed uses include; marine bulk cargo terminals, concrete ready-mix facilities, bulk cargo storage, a tour bus maintenance and repair facility, and a construction materials recycling facility. The individual proposals are outlined in greater detail below.

THIS PRINT COVERS CALENDAR ITEM NO. 6A

RMC Pacific Materials. RMC has proposed leasing up to 118,583 square feet of open land and 5,000 square feet of shed space at the Port's Cargo Terminal at Pier 80, for use as a maritime bulk cargo terminal and concrete ready-mix facility. This would be a relocation of their facility currently located at Third Street and Mariposa. RMC expects to import approximately 200,000 tons of aggregate per year by barge and 50,000 tons of cement per year by rail.

Bode Gravel Company/Mission Valley Rock. Bode Gravel Company is proposing a joint venture with Mission Valley Rock (existing Port Tenant) to lease approximately 200,000 square feet of open land and wharf space at Pier 92, also for use as a maritime bulk cargo terminal and concrete ready-mix facility. This is also a relocation of the Bode facility currently located at Third and 16th Streets. Bode expects to import approximately 200,000 tons of aggregate per year by barge and also plans delivery of cement by rail.

RMC and Bode, and their predecessor companies have operated concrete ready-mix facilities within the City of San Francisco for over 80 years. Both RMC and Bode currently operate concrete ready-mix facilities on Third Street in the vicinity of Mariposa, which is within the boundaries of the Catellus Mission Bay development project. RMC and Bode are anticipating relocation from their sites in the near future, since the proposed Mission Bay development does not include this use.

British Pacific Aggregates Corporation. BPA proposes to lease approximately 435,600 square feet of land at Pier 94 for use as a maritime bulk cargo terminal, bulk cargo storage facility and a concrete ready-mix plant. BPA proposes to import 1 to 2 million tons of aggregate per year by deep water ships and barges.

RMC, Bode and BPA are interested in locating their operations in San Francisco because of the numerous local construction projects such as the Giant's Pac Bell Park, Mission Bay Development projects UCSF Campus Facility, Downtown Ferry Terminal, Waterfront Transportation Project, Third Street Light Rail Extension and the Caltrans Bay Bridge and other seismic retrofits, all of which will require the services of concrete ready-mix services.

ISG Resources, Inc. ISG has made a proposal to lease approximately 100,000 square feet of real property which includes the grain silos located at Pier 90, for the import, storage and transloading of materials such as fly ash and slag. These materials are used for blending with cement. ISG proposes to use barges, ships and rail to deliver the materials to the silos. ISG plans to deliver materials to East Bay projects via barge from the Pier 90 site.

The silos at Pier 90 have been vacant for over 10 years. The most recent use was a grain export business that loaded grain to ships from large storage silos located on the site. ISG proposes to retrofit the silos, to handle and store fly ash products. The Products will be delivered to and from the site by barges and trains, to support the operation of the proposed concrete ready-mix plants and other regional projects. ISG proposes to deliver fly ash to the site by rail, thus re-activating regular rail service to the facility, and plans substantial, physical improvements at this vacant facility to accommodate a maritime use.

The proposals by RMC, Bode, BPA and ISG for building materials such as cement, sand, gravel and other aggregate products are consistent with Port policies for that area.

Grosvenor Bus Lines, Inc. Grosvenor plans to lease approximately 28,030 square feet of shed space, 300,000 square feet of paved land and 13,870 square feet of office space at Pier 96, for the operation of a tour bus maintenance and repair facility. Grosvenor won the rights to negotiate a 10-year lease for this site through a Request for Proposals process. This use is considered to be an acceptable interim use for the site.

Waste Management Inc. WMI has proposed to lease approximately 24,000 square feet of shed space and 30,000 square feet of open land located at Pier 70, for use as a construction debris recycling facility. WMI has proposed a 5 year lease. This is an acceptable interim use for the site.

Land Use Documents Regulating the Southern Waterfront

There are five primary land use or legal documents that regulate uses on property within the jurisdiction of the Port of San Francisco. They are the California Public Trust, the General Plan of the City and County of San Francisco, the San Francisco Planning Code, the Port of San Francisco Waterfront Land Use Plan (WLUP) and the Bay Conservation and Development Commission's (BCDC) Seaport Plan.

The Public Trust. The San Francisco Waterfront is publicly owned and held in "public trust" on behalf of the people of California. The Port of San Francisco is trustee for these public lands. The California Constitution requires that uses within the Port's jurisdiction promote navigation, fisheries, waterborne commerce, enhance natural resources or attract people to use and enjoy San Francisco Bay. The Port, as trustee, makes the determination as to whether a given lease or land use is consistent with the Public Trust.

Certain long-term uses are acceptable within trust property. Such uses include all maritime and maritime support, other water-related industry, open space, water related commercial recreation and specialty retail and commercial which is designed to draw people to the waterfront. Interim shorter-term uses which do not preclude later conversion to a trust use are generally acceptable.

General Plan of the City and County of San Francisco. The General Plan is made up of numerous Area Plans. The Southern Waterfront area is within the boundaries of the South Bayshore Plan. The Plan provides objectives and policies to continue Heavy Industrial and Heavy Commercial uses in the project area and maintain a separation of industrial uses from residential uses.

San Francisco Planning Code. The Southern Waterfront area is located within the M-2 Heavy Industrial District. Most uses are permitted within this zoning district.

Port of San Francisco Waterfront Land Use Plan (WLUP). The Southern Waterfront area is located (not surprisingly) in the Port's Southern Waterfront District. The WLUP promotes expansion of cargo and maritime support uses at Piers 80, 90-92, 94-96, SWL 352, and portions of SWL 344. Most of this area has been designated as either Existing Maritime or Maritime Expansion Areas. Two other areas have been designated as Waterfront Mixed Use Opportunity Areas. One such area is an approximately 10-acre site at SWL 344 (Cargo Way Opportunity Area) the other area is the Western Pacific Opportunity Area. A wide variety of non-maritime industrial and commercial uses are allowed in these Waterfront Mixed Use Opportunity Areas, including general office, retail, warehousing and storage.

The WLUP includes sections within the document that outline development policies and development standards in the Southern Waterfront. The section entitled General Land Use Policies for Maritime Areas outlines general land use policies for the Existing Maritime Areas and the Maritime Expansion Areas. The sections entitled Development Standards for Other Existing Maritime or Maritime Expansion Areas and Development Standards for Mixed Use Opportunity Areas outline development standards by area.

Uses that include "waterborne transport of cargo" are clearly in compliance with the WLUP. The WLUP does acknowledge that there are locational constraints that make the Port of San Francisco less attractive for shipping than other coast ports. Because of this, interim non-maritime use in the Maritime Expansion Area are allowed in order to generate revenues to the Port until the sites are needed for cargo operations. The WLUP's Interim Use Policies are attached.

BCDC Seaport Plan. The Seaport Plan identifies Port Priority Use Areas throughout the Bay Area that are reserved for regional maritime port use and include within their premises maritime terminals. Although the Port Priority Use Areas are often many acres in area, BCDC's legal permitting authority extends only 100 feet inland from the mean tideline. Within this 100 feet shoreline band, BCDC can enforce the Seaport Plan use policies; further inland, the Seaport Plan policies are advisory.

The Seaport Plan defines a maritime terminal as a facility utilized for the receipt or shipment of waterborne cargo. A marine terminal includes the wharf, storage area, offices, rail and truck facilities, ... and other functions necessary to the efficient operation of a terminal. Piers 80 and 94-96, and portions of Piers 90-92 and SWLs 344-352 are located within a Port of San Francisco Port Priority Use Area. Certain portions of Piers 90-92 and SWLs 344-352 have recently been deleted from the Port Priority Use Area.

Uses within the Port Priority Use Area must be consistent with the definition of a Marine Terminal; that is, the facility must be used for the receipt and shipment of waterborne cargo.

Alternatively, interim non-maritime uses may be allowed in Port Priority Use Areas under certain conditions. Interim uses must not inhibit the eventual use of the facilities for maritime cargo shipping, and the length of the interim uses should be based on a reasonable amortization period for the cost of tenant improvements.

Port Commission Leasing Policy

Pursuant to Port Commission Leasing Policy adopted August 22, 1979 and as subsequently amended by subsection 10 of Resolution 80-95 adopted on September 10, 1980, Port staff is authorized to enter into negotiations with a prospective tenant without competitive bid when competitive bid is impractical or impossible and when the property is to be used for maritime purposes. Port staff has determined that these proposed leasing opportunities are impractical to bid for reasons that vary from site to site, but generally include the following reasons (1) many of the sites have remained unleased for over 10 years despite continuous marketing efforts by Port maritime staff, (2) the premises require significant capital improvements that make it uneconomical for other maritime uses, (3) the Port has many other maritime leasing opportunity sites available should additional maritime users express interest in locating on Port property, and (4) the Port is interested in promoting maritime transportation of construction related materials, both to foster water-borne commerce and mitigate transportation and air quality impacts, and the relocation of RMC and Bode Gravel due to the Mission Bay Development presents a unique, and immediate, opportunity for the Port.

A map of the proposed sites is attached hereto as Exhibit A.

California Environmental Quality Act

The San Francisco Planning Department has determined that a Supplemental EIR must be prepared prior to any final decision regarding the subject pending leases within the Port of San Francisco's Southern Waterfront. The purpose of the Supplemental EIR is to provide information about potential significant physical environmental effects of the proposed uses, to identify possible ways to minimize significant effects, and to describe and analyze possible alternatives uses for the area. Preparation of a Supplemental EIR does not indicate a decision by the Port Commission to approve or to disapprove any proposed leases or development projects. The Port intends, through negotiations, to identify the actions and activities that would be necessary to develop the Site and thereby facilitate meaningful environmental review. If the Project is found to cause significant adverse impacts that have not already been analyzed and/or have not been mitigated, the Port and City retain absolute discretion to require additional environmental analysis, and to: (a) modify the Project to mitigate significant adverse environmental impacts; (b) select feasible alternatives which avoid significant adverse impacts of the proposed Project; or (c) reject or proceed with the Project as proposed depending upon a finding of whether or not the economic and social benefits of the Project outweigh otherwise unavoidable significant adverse impacts of the Project.

This Memorandum of Agreement, a copy of which is on file with the Commission Secretary, will provide the Industry Group members with the assurance that the Port will not solicit or commit to other uses of the proposed sites for each member during the term of the Memorandum of Agreement.

PROPOSED MEMORANDUM OF AGREEMENT

The purpose of the Memorandum of Agreement ("MOA") is to provide assurance to each Industry Group member that the Port will not negotiate a lease with another party during the period of time in which the required environmental review, permit process and community outreach is occurring. The other purpose of the MOA is to secure the agreement of both the Port and the Industry Group member that (1) no approval will occur before the completion of environmental review, (2) the SWAC will be consulted on an ongoing basis during the course of negotiations, and (3) the Port will not consider any leases without first presenting the terms of any deal to the SWAC. The MOA further provides that the Port Commission's approval must first consider the information set forth in the environmental review documents.

The MOA is protective of both the Port Commission and the SWAC's concerns because it obligates both the Port and the Industry Group member. The MOA includes protections that the Port Commission requires of the Industry Group member, including indemnification from losses, payment of a negotiating fee to cover expenses, and commitment to comply with the City's requirement, including non-discrimination and first source hiring.

Summary of Terms. The following is a brief summary of the significant MOA provisions:

Term: In consideration for a negotiating fee, the Port will not negotiate with other parties for a period of time terminating six months after certification of the Supplemental EIR. Instead of a cash payment for the negotiating fee, the Industry Group member may provide a letter of credit or other security instrument.

Negotiation of Lease: Port and the Industry Group member will seek to negotiate the terms of a lease during the MOA term. It specifically provides that during the course of negotiations, the Port and the Industry Group member will consult with the SWAC and the community on an ongoing and continuous basis to ensure that all parties' concerns are addressed. It also provides that no lease will be approved until the environmental review has been completed and considered by the Port. The MOA expressly does not commit the Port to approving any lease. The Port may approve, modify, choose alternatives to, or disapprove the lease based on the information set forth in the environmental review.

Regulatory Approvals, Submittals, and Disclosures. This notifies Industry Group members of their respective obligations to obtain all regulatory approvals. If a lease is approved by the Port Commission, the Port will cooperate to the extent it is required to be a co-applicant for a permit. The Industry Group member agrees to submit all necessary information and to indemnify the Port for any losses.

Default. If the Industry Group member fails to abide by the terms of the MOA, the Port may terminate it.

City Requirements. By agreeing to do business with the Port, the Industry Group member must agree to abide by the applicable City requirements, including non-discrimination, equal benefits, and first source hiring.

SOUTHERN WATERFRONT ADVISORY COMMITTEE (SWAC)
SWAC has reviewed and voted unanimously to approve the form of the MOA.

Prepared by: Mark Lozovoy, Principal Real Estate Manager

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-30

WHEREAS, Charter Section B3.581 empowers the Port Commission with the power and duty to use, conduct, operate, maintain, manage, regulate and control Port area of the City and County of San Francisco; and

WHEREAS, RMC Pacific Materials, ("RMC") has proposed to develop a concrete ready-mix plant and maritime bulk cargo terminal facility at Pier 80 on property to be leased from the Port Commission; and

WHEREAS, The proposed use of the Pier 80 and maritime terminal facility is consistent with the Seaport Plan; and

WHEREAS, RMC has requested a six (6) month Memorandum of Agreement the final terms and conditions of a lease, and to secure all permits and regulatory approvals upon completion of environmental review required under the California Environmental Quality Act (CEQA); and

WHEREAS, the approval of the Memorandum of Agreement does not commit the Port to entering into a binding Lease; and

WHEREAS, it is the determination and finding of the Port Commission that a concrete ready-mix plant and maritime bulk cargo terminal at Pier 80 would further the Port's public trust objectives, for the reasons set forth in the Memorandum of Agenda Item 6A for the April 18, 2000 Commission meeting, and given the unique and immediate opportunity to attract RMC as a Port tenant due to its pending relocation from its former long-term location in Mission Bay, request for proposals for a similar maritime use would prove impractical and impossible, and

WHEREAS, it is the finding of the Port Commission that RMC's proposed use of Pier 80 to be affected by the lease would be maritime in nature, and consistent with the public trust and Burton Act trust; now therefore be it

WHEREAS, Bode Gravel Company, ("Bode") has proposed to develop a concrete ready-mix plant and maritime bulk cargo terminal facility at Pier 92 on property to be leased from the Port Commission; and

WHEREAS, The proposed use of the Pier 92 and maritime terminal facility is consistent with the Seaport Plan; and

WHEREAS, Bode has requested a six (6) month Memorandum of Agreement the final terms and conditions of a lease, and to secure all permits and regulatory approvals upon completion of environmental review required under the California Environmental Quality Act (CEQA); and

WHEREAS, the approval of the Memorandum of Agreement does not commit the Port to entering into a binding Lease; and

WHEREAS, it is the determination and finding of the Port Commission that a concrete ready-mix plant and maritime bulk cargo terminal at Pier 92 would further the Port's public trust objectives, and for the reasons set forth in the Memorandum of Agenda Item 6A for the April 18, 2000 Commission meeting and given the unique and immediate opportunity to attract Bode as a Port tenant due to its pending relocation from its former long-term location in Mission Bay, a request for proposals for a similar maritime use would prove impractical and impossible; and

WHEREAS, it is the finding of the Port Commission that Bode's proposed use of Pier 92 to be affected by the lease would be maritime in nature, and consistent with the public trust and Burton Act trust; and

WHEREAS, British Pacific Aggregates Corporation, ("BPA") has proposed to develop a concrete ready-mix plant and maritime bulk cargo terminal facility at Pier 94 on property to be leased from the Port Commission; and

WHEREAS, The proposed use of the Pier 94 and maritime terminal facility is consistent with the Seaport Plan; and

WHEREAS, BPA has requested a six (6) month Memorandum of Agreement the final terms and conditions of a lease, and to secure all permits and regulatory approvals upon completion of environmental review required under the California Environmental Quality Act (CEQA); and

WHEREAS, the approval of the Memorandum of Agreement does not commit the Port to entering into a binding Lease; and

WHEREAS, it is the determination and finding of the Port Commission that a concrete ready-mix plant and maritime bulk cargo terminal at Pier 94 would further the Port's public trust objectives and for the reasons set forth in the Memorandum of Agenda Item 6A for the April 18, 2000 Commission meeting, a request for proposals for a similar maritime use would prove impractical and impossible, and

WHEREAS, it is the finding of the Port Commission that BPA's use of Pier 94 to be affected by the lease would be maritime in nature, and consistent with the public trust and Burton Act trust; and

WHEREAS, ISG Resources, Inc., ("ISG") has proposed to develop a maritime bulk cargo terminal and storage facility at Pier 90 on property to be leased from the Port Commission; and

WHEREAS, The proposed use of the Pier 90 and maritime terminal facility is consistent with the Seaport Plan; and

WHEREAS, ISG has requested a six (6) month Memorandum of Agreement the final terms and conditions of a lease, and to secure all permits and regulatory approvals upon completion of environmental review required under the California Environmental Quality Act (CEQA); and

WHEREAS, the approval of the Memorandum of Agreement does not commit the Port to entering into a binding Lease; and

WHEREAS, it is the determination and finding of the Port Commission that ISG is the only feasible operator of a maritime bulk cargo terminal and storage facility at Pier 90 and the existing Grain Terminal structures and for the reasons set forth in the Memorandum of Agenda Item for the April 18, 2000 Commission meeting, a request for proposals for a similar maritime use at that facility would prove impractical and impossible, and

WHEREAS, it is the finding of the Port Commission that ISG's proposed use of Pier 90 to be affected by the lease would be maritime in nature, and consistent with the public trust and Burton Act trust; and

WHEREAS, Grosvenor Bus Lines, Inc., ("Grosvenor") has proposed to lease real property for use as a tour bus maintenance and repair facility at Pier 96; and

WHEREAS, The proposed use of a portion of Pier 96 for a tour bus maintenance and repair facility, as an interim use, is consistent with the Seaport Plan; and

WHEREAS, Grosvenor has requested a six (6) month Memorandum of Agreement the final terms and conditions of a lease, and to secure all permits and regulatory approvals upon completion of environmental review required under the California Environmental Quality Act (CEQA); and

WHEREAS, the approval of the Memorandum of Agreement does not commit the Port to entering into a binding Lease; and

WHEREAS, it is the finding of the Port Commission that Grosvenor's proposed use of Pier 96 to be affected by the lease, as an interim use, is consistent with the public trust and Burton Act trust; and

WHEREAS, the Grosvenor lease, if approved by the Port Commission would be subject to the Board of Supervisors' approval; and

WHEREAS, Waste Management, Inc., ("WMI") has proposed to develop a construction debris recycling facility at Pier 70 on property to be leased from the Port Commission; and

WHEREAS, The proposed use of the Pier 70 is an interim use and consistent with the Seaport Plan; and

WHEREAS, WMI has requested a six (6) month Memorandum of Agreement the final terms and conditions of a lease, and to secure all permits and regulatory approvals upon completion of environmental review required under the California Environmental Quality Act (CEQA); and

WHEREAS, the approval of the Memorandum of Agreement does not commit the Port to entering into a binding Lease; and

WHEREAS, it is the finding of the Port Commission that WMI's proposed use of Pier 70 to be affected by the lease, as an interim use, is consistent with the public trust and Burton Act trust; now therefore be it

RESOLVED, that the San Francisco Port Commission, hereby authorizes the Port Director to enter into a Memorandum of Agreement between the Port and RMC for a concrete ready-mix plant and maritime bulk cargo terminal facility at Pier 80, upon final terms and conditions to be approved by the Port Director and the City Attorney, but in substantial accord with the terms and conditions set forth in the Exhibit to the Memorandum of Agenda Item 6A for the April 18, 2000 Port Commission Meeting; and be it further

RESOLVED, that the San Francisco Port Commission, hereby authorizes the Port Director to enter into a Memorandum of Agreement between the Port and Bode for a concrete ready-mix plant and maritime bulk cargo terminal facility at Pier 92 upon final terms and conditions to be approved by the Port Director and the City Attorney, but in substantial accord with the terms and conditions set forth in the Exhibit to the Memorandum of Agenda Item 6A for the April 18, 2000 Port Commission Meeting; and be it further

RESOLVED, that the San Francisco Port Commission, hereby authorizes the Port Director to enter into a Memorandum of Agreement between the Port and BPA for a concrete ready-mix plant and maritime bulk cargo terminal facility at Pier 94 upon final terms and conditions to be approved by the Port Director and the City Attorney, but in substantial accord with the terms and conditions set forth in the Exhibit to the Memorandum of Agenda Item 6A for the April 18, 2000 Port Commission Meeting; and be it further

RESOLVED, that the San Francisco Port Commission, hereby authorizes the Port Director to enter into a Memorandum of Agreement between the Port and ISG for a maritime bulk cargo terminal and storage facility at Pier 90 upon final terms and conditions to be approved by the Port Director and the City Attorney, but in substantial accord with the terms and conditions set forth in the Exhibit to the Memorandum of Agenda Item 6A for the April 18, 2000 Port Commission Meeting; and be it further

RESOLVED, that the San Francisco Port Commission, hereby authorizes the Port Director to enter into a Memorandum of Agreement between the Port and Grosvenor for a tour bus maintenance and repair facility at Pier 96 upon final terms and conditions to be approved by the Port Director and the City Attorney, but in substantial accord with the terms and conditions set forth in the Exhibit to the Memorandum of Agenda Item 6A for the April 18, 2000 Port Commission Meeting; and be it further

RESOLVED, that the San Francisco Port Commission, hereby authorizes the Port Director to enter into a Memorandum of Agreement between the Port and WMI for a construction debris recycling facility at Pier 70 upon final terms and conditions to be approved by the Port Director and the City Attorney, but in substantial accord with the terms and conditions set forth in the Exhibit to the Memorandum of Agenda Item 6A for the April 18, 2000 Port Commission Meeting.

I hereby certify that the Port Commission at its meeting of April 18, 2000 adopted the foregoing resolution.

_____
Secretary

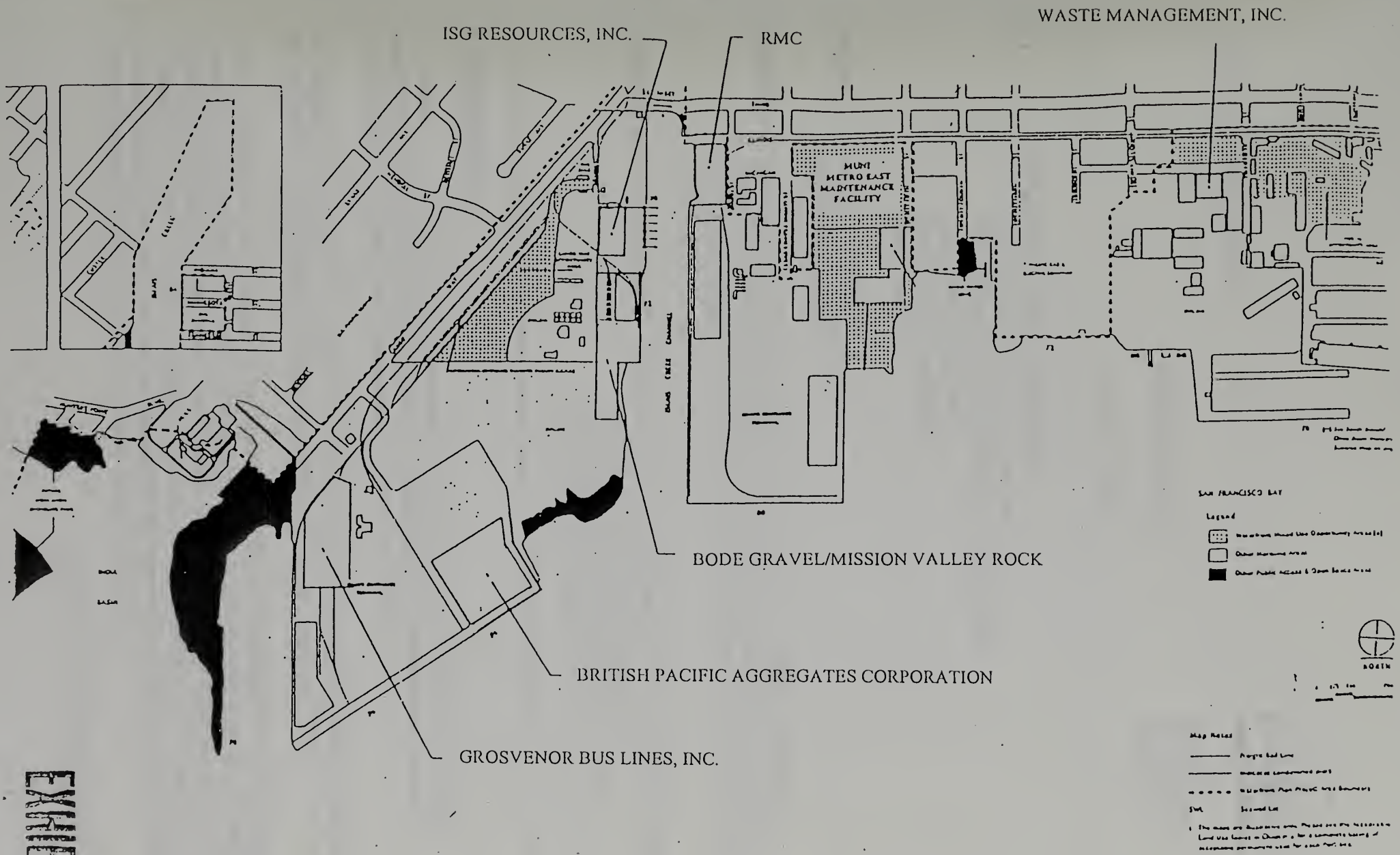

EXHIBIT A

Southern Waterfront Facilities

PORT OF SAN FRANCISCO

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MEMORANDUM

April 12, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian Thomas McWilliams, Vice-President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: APPROVAL OF ASSIGNMENT OF LEASE NO. L-10446 AFFECTING PIER 33 SOUTH (THE EMBARCADERO AT BAY STREET) FROM PIER 33, INCORPORATED, A CALIFORNIA CORPORATION, TO KIRA MIKAZON, AN INDIVIDUAL.

DIRECTOR'S RECOMMENDATION: APPROVE ASSIGNMENT OF LEASE NO. L-0446 FROM PIER 33, INCORPORATED, A CALIFORNIA CORPORATION, TO KIRA MIKAZON, AN INDIVIDUAL.

BACKGROUND:

On October 14, 1980, the Port and Embarcadero Enterprises, Inc., a California corporation entered into a thirty (30) year lease (Lease No. L-10446) for the premises more commonly known as Pier 33, South. (Port Commission Resolution No. 80-83).

On August 8, 1983, Lease No. L-10466 was subsequently assigned by Embarcadero Enterprises, Inc. to Pier 33, Incorporated, a California corporation. (Port Resolution No. 83-30)

Pier 33, Incorporated now seeks to assign Lease No. L-10466 to Kira Mikazon, an individual. The terms of the proposed assignment would release Pier 33, Incorporated from all continuing liability under the terms of the Lease. Pier 33, Incorporated's sole asset is the leasehold effected by lease No. L-10446. The Port Collection Department has reviewed the creditworthiness of the proposed assignee, Ms. Mikazon and has determined that her credit profile indicates the highest level of security and has received an "Excellent Rating" from T.R.W.

This Print Covers Calendar Item No. **6B**

The proposed assignment would be contingent on the approval of a proposed Fourth Amendment to Lease modifying certain economic and other material terms of the lease. Port staff has submitted the proposed amendment to the Port Commission for its approval following Port Commission approval of this proposed assignment. The proposed amendment must also be approved by the Board of Supervisors.

Recommendation: Port staff recommends approval of the assignment of Lease No. L-10446 from Pier 33, Incorporated, a California corporation to Kira Mikazon, an individual.

Prepared by: Nicolas J. Dempsey, Nicolas J. Dempsey, Senior Commercial Leasing Manager

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-31

WHEREAS, Section B3.581 of the Charter of the City and County of San Francisco empowers the San Francisco Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port Jurisdiction; and

WHEREAS, Pier 33, Incorporated, a California corporation, successor in interest to Embarcadero Enterprises, Inc., a California corporation, as "Tenant" under Port Lease No. L-10446 has requested approval of its assignment of Lease No. L-10446 to Kira Mikazon, an individual; and

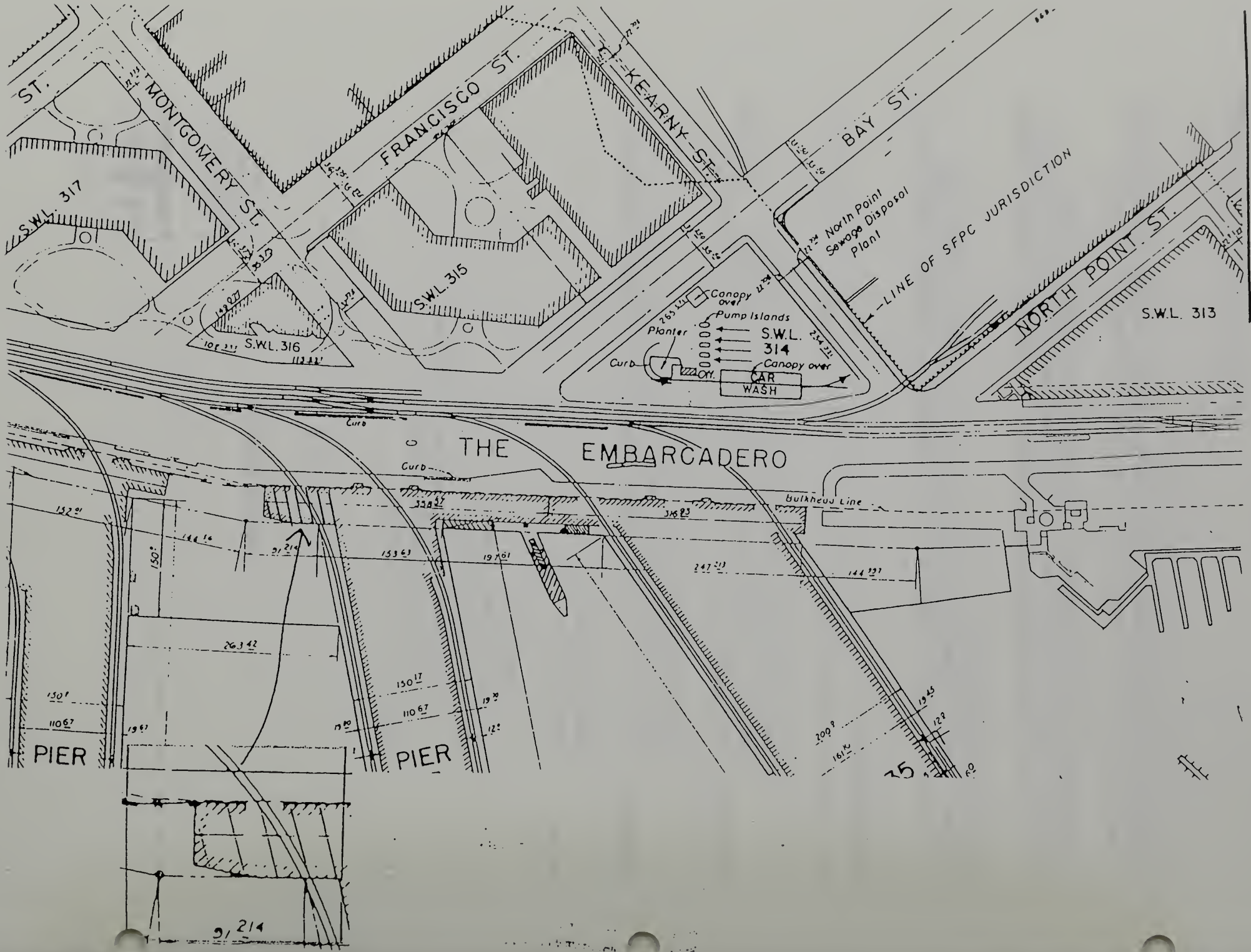
WHEREAS, Port staff has determined that the proposed assignee, Kira Mikazon possesses sufficient creditworthiness to assume all of the obligations of the Tenant under said lease; and

WHEREAS, Port staff has negotiated the terms of an Assignment of Lease agreement on terms and conditions consistent with those outlined in the Memorandum to the Port Commission for Agenda Item 6B of the Port Commission meeting on April 18, 2000, a copy of which Assignment of Lease Agreement is available for public inspection with the Port Commission Secretary; now therefore be it

RESOLVED, that the San Francisco Port Commission hereby approves the terms and conditions of and authorizes the Port Executive Director, or his nominee to execute that certain form of Assignment of Lease as filed with the Commission Secretary, whereby Pier 33, Incorporated, a California corporation, successor in interest to Embarcadero Enterprises, Inc., a California corporation, Tenant under Port Lease No. L-10446, assigns the right and title of its leasehold under said Port Lease No. L-10446 to Kira Mikazon, an individual.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of April 18, 2000..

_____
Secretary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FRANCISCO ST.
KEARNY ST.
BAY ST.
NORTH POINT ST.
S.W.L. 317
S.W.L. 315
S.W.L. 316
S.W.L. 313
North Point Sewage Disposal Plant
LINE OF SFPC JURISDICTION
Canopy over
Pump Islands
Planter
S.W.L. 314
Curb
CAR WASH
Curb
THE EMBARCADERO
Curb
Bulkhead Line
PIER
PIER
91 214
EXHIBIT A

PORT OF SAN FRANCISCO

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MEMORANDUM

April 12, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian Thomas McWilliams, Vice-President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: APPROVAL OF FOURTH AMENDMENT TO LEASE NO. L-10446 WITH KIRA MIKAZON, AN INDIVIDUAL, AFFECTING PIER 33, SOUTH (THE EMBARCADERO AT BAY STREET).

DIRECTOR'S RECOMMENDATION: APPROVE OF FOURTH AMENDMENT TO LEASE NO. L-10446 WITH KIRA MIKAZON, AN INDIVIDUAL AFFECTING PIER 33, SOUTH (THE EMBARCADERO AT BAY STREET).

BACKGROUND:

In 1980, the Port Commission approved Lease No. L-10446 with Embarcadero Enterprises, Inc., a California corporation affecting the whole of Pier 33, South for a term of 30 years (Port Commission Resolution 80-83).

In 1983, the Port Commission approved an Assignment and Amendment to Lease No. L-10446, amending the terms of the lease and assigning Embarcadero Enterprises, Inc.'s interest to Pier 33, Incorporated, a California corporation. (Port Commission Resolution No. 83-30)

In 1984, the Port Commission approved Second Amendment to Lease No. L-10446 (Port Resolution (84-23) which amendment effected certain corrections to the lease and added certain provisions to the lease for the benefit of future lenders.

In 1995, the Port Commission approved a Third Amendment to Lease No. L-10446 (Port Resolution No. 95-14) which amendment further modified the terms of the lease for the benefit of a proposed lender and which amendment modified the lease percentage rent clause and granted to the Port a right to terminate the lease to effect a "Port Project". The loan anticipated by the 1995 amendment was never funded.

Immediately prior to the Port Commission's consideration of this item, the Port Commission approved an Assignment of Lease No. L-10446 from Pier 33, Incorporated, a California corporation to Kira Mikazon, an individual (Agenda Item 6C for the Port Commission Meeting of April 18, 2000). That assignment is contingent upon the approval by the Port Commission and the Board of Supervisors of the City and County of San Francisco of the proposed Fourth Amendment to Lease.

The Third Amendment to Lease provides, in part, that should the Port exercise its right to terminate the lease for a Port project, the Port would owe a "termination fee to the lender of any loan secured by the Leasehold equal to the then outstanding principle balance of any loan." The Port's obligation regarding this "termination fee" is capped at $546,000.00. The provisions do not require any loan amortization, thereby permitting a situation whereby the Port could be responsible for the repayment of the entire loan amount of an "interest only" loan.

The proposed Fourth Amendment would raise the "termination fee" cap to $750,000.00. This figure is sought by the new assignee, Kira Mikazon and reflects her anticipated purchase loan amount. Whereas, the previous "termination fee" provisions applied to any loans secured at any time, the proposed Fourth Amendment makes such a "termination fee", applicable only to a loan or loans put in place by not later than October 15, 2000 and requires that the principle balance related to any "termination fee" must be based on the original loan balance as fully amortized over the remaining term of the lease at the interest rate set forth in the original lease documents.

The Third Amendment also modified the Percentage Rent provisions of the lease requiring the tenant to pay to the Port 30% of all gross receipts from the facility subtenants in excess of $27,500.00 per month (annualized $330,000.00). To date, no percentage rent has been due or payable. However, that situation should soon change as the older long term office subleases no in effect expire and the subleased premises are relet at today's higher rates.

The proposed Fourth Amendment modifies the Percentage Rent provisions of the lease requiring that the amount of any percentage rents payable for the previous year become part of the minimum rent obligation in succeeding years, thereby protecting the Port from any cash flow loss resulting from an economic down turn.

The proposed Fourth Amendment to Lease also incorporates the new City Requirements required of all new Port Leases (Non-Discrimination, Tropical Hardwood Ban, Pesticides Prohibition, Burma – Myanamar Business Prohibition and the First Source Hiring).

In return for the Ports agreement to raise the "termination fee" limit, the proposed assignee, Kira Mikazon has agreed to install a dedicated sanitary server system serving only the Pier 33, South facility currently Pier 33 South is served by the sewer lines also serving Pier 33 and Pier 33, North. Pier 33 has several fish processing operations inside its shed. Because of the enormous volume of waterborne waste generated by these fish processors, solid waste and waste fluids

often back up into the ground level restaurant (Whitehall Tavern) in the Pier 33, South building. The installation of a dedicated serving line sewing only the Pier 33, South will eliminate this problem and will provide added value to the Port.

Port staff has negotiated the terms of a proposed Fourth Amendment to Lease incorporating the above discussed modifications.

If approved by the Port Commission, the proposed Fourth Amendment to Lease also must be approved by the Board of Supervisors of the City and County of San Francisco.

Recommendation: Port staff recommends approval of the proposed Fourth Amendment to Lease No. L-10446.

Prepared by: Nicolas J. Dempsey, Nicolas J. Dempsey, Senior Commercial Leasing Manager

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-32

WHEREAS, Section B3.581 of the Charter of the City and County of San Francisco empowers the San Francisco Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port jurisdiction; and

WHEREAS, Kira Mikazon, the tenant under Port Lease No. L-10446 has requested certain modifications to Port Lease No. L-10446 to the benefit of future lenders; and

WHEREAS, Kira Mikazon has agreed to certain financial and material modifications to the lease in return for the Port's agreement to such lender friendly modifications; and

WHEREAS, Port staff has negotiated the terms of a proposed Fourth Amendment to Lease No. L-10446 on terms and conditions consistent with those outlined in the Memorandum to the Port Commission for Agenda Item 6C of the Port Commission meeting on April 18, 2000, a copy of which Fourth Amendment to Lease is available for public inspection with the Port Commission Secretary; now therefore be it

RESOLVED, that the San Francisco Port Commission hereby approves the Fourth Amendment to Lease No. L-10446 on the terms and conditions contained therein and as outlined in the Memorandum to the Port Commission on April 18, 2000 in substantially such form of such Fourth Amendment to Lease No. L-10446 on file with the Port Commission Secretary; and be it further

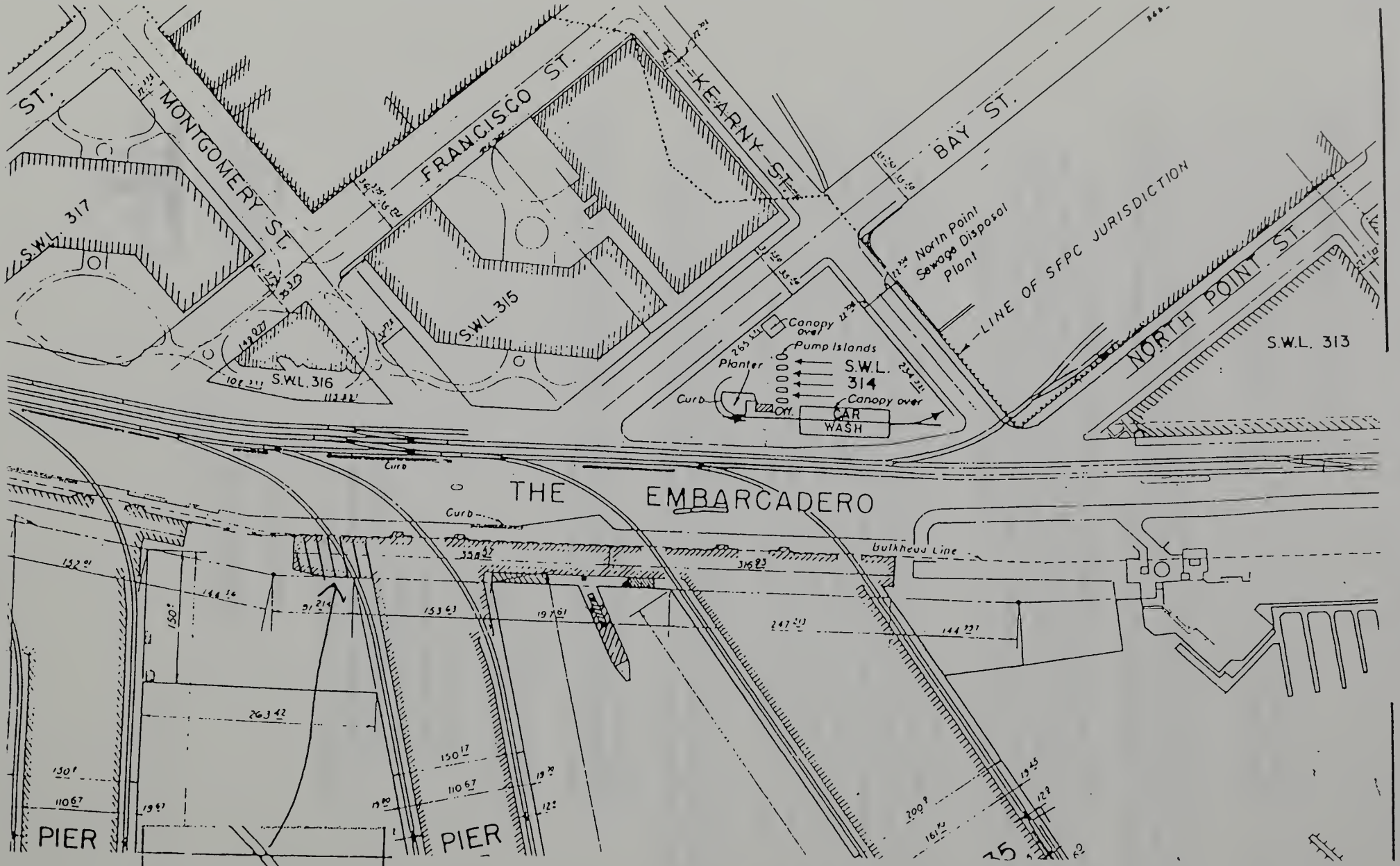
RESOLVED, that the Port Commission authorizes and directs the Executive Director of the Port to forward the Fourth Amendment to Lease No. L-10446 to the Board of Supervisors of the City and County of San Francisco for its approval; and be further

RESOLVED, that the Port Commission authorizes and directs the Port Executive Director or his designee, after approval of said Fourth Amendment to Lease No. L-10446 by the Board of Supervisors of the City and County of San Francisco, to execute the Fourth Amendment to Lease No. L-10446 in such form as may be approved by the City Attorney, and to take such further action as is required to implement the transaction contemplated herein, including executing all additional documents required by the tenant's lenders under the Lease in such form as is approved by the City Attorney.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of April 18, 2000.

_____
Secretary

G:\AGENDAS - YEAR 2000\Pier 33, Inc.-Kira Mikagon.doc/ND:vw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BAY ST.
NORTH POINT ST.
S.W.L. 317
S.W.L. 315
S.W.L. 316
S.W.L. 313
S.W.L. 314
North Point Sewage Disposal Plant
LINE OF SFPC JURISDICTION
Canopy over
Pump Islands
Planter
Curb
CAR WASH
Canopy over
THE EMBARCADERO
Curb
Bulkhead Line
PIER
PIER
91 214
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PORT OF SAN FRANCISCO

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MEMORANDUM

April 12, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice-President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Authorization to Award Contract No. 2657, "Agricultural Building East Entry Stair Replacement Project," to the lowest responsive bidder, Homer J. Olson, Inc., for $ 162,691.00 Plus a 10% Contingency

DIRECTOR'S RECOMMENDATION: THAT THE COMMISSION AUTHORIZE STAFF TO AWARD CONTRACT NO. 2657, FOR CONSTRUCTION OF THE AGRICULTURAL BUILDING EAST ENTRY STAIR REPLACEMENT PROJECT, TO HOMER J. OLSON, INC.

In February, 1998, storms caused extremely high surf on the waterfront. The exterior wooden stairway and landing on the east side of Agricultural Building was damaged by the storm and was rendered unusable. The stairs and landing structure served as the required fire exit from the back of Agricultural Building's second story to the roadway at grade level. On March 16, 1998, the Port Commission approved a Declaration of Emergency for the repair and/or replacement of the damaged stair and approved funds for the Project from the Port's Capital Funds. The purpose of this construction project is to replace the damaged wooden stairs and landings with a new galvanized steel stair system as required by the Building Code.

On February 2, 2000, Port Staff advertised for competitive bids for this contract. The HRC subcontracting goals for this contract are 18% for MBEs and 7% for WBEs. On March 16, 2000, six bids were received and opened. A summary of the bids is attached. Port Engineering Staff and the Human Rights Commission Staff reviewed the bids and determined that Homer J. Olsen, Inc., is the lowest responsive, responsible bidder who satisfies the contract requirements and the HRC goals.

Therefore, Staff seeks authorization to award the contract for the Agricultural Building Exterior Stair Replacement Project to Homer J. Olsen Inc. for $162,691.00 plus a 10% contingency of $16,269.10 and that the Executive Director be authorized to accept the work after it is complete.

Prepared by: Mansur Niufar
Project Architect

For: Cliff Jarrard
Chief Harbor Engineer

This Print Covers Calendar Item No. 7A

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. **00-29**

WHEREAS, On March 16, 1998, the Port Commission approved a Declaration of Emergency for repair of the damaged exterior exit stairway of the Agricultural Building; and

WHEREAS, On March 16, 2000, the Port received six bids, and Staff reviewed the bid documents and determined that the lowest responsive, responsible bidder is Homer J. Olsen, Inc.; and

WHEREAS, The Human Rights Commission (HRC) Staff has reviewed the bids and has confirmed that Homer J. Olsen Inc. and has met the subcontracting goals of 18% for MBEs and 7% for WBEs; and

WHEREAS, Replacement of the existing stairway is required for egress and compliance with the Building Code; and the Port Commission has previously approved funding for this project from the Port's Capital Funds; now therefore be it

RESOLVED, That the San Francisco Port Commission hereby authorizes the award of Contract No. 2657, "Agricultural Building East Stair Replacement Project," to Homer J. Olsen Inc., for $ 162,691.00 plus a 10% construction contingency; and be it further

RESOLVED, That the San Francisco Port Commission authorizes the Executive Director to accept the work after it is complete.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of March 18, 2000.

_____
Secretary

BID SUMMARY RESULT

Project: Agricultural Building East Entry Stair Remodel
Contract No.: 2657
Project Engineer: Mansur Niufar
Project Manager: Mansur Niufar

Prepared By: Mansur Niufar
Checked By: Victor Yew
Date: 2/18/00
Bids Opened: 2/17/00

Bid Item	DESCRIPTION	Biller-McCoy Builders Inc. San Francisco, Ca. Amount	Miller Thompson Const San Francisco, Ca. Amount	Homer J. Olson Inc. Hayward Ca. Amount	L & B Engineering San Francisco, Ca. Amount	Adolph Schmidt Inc. San Francisco, Ca. Amount	G.M.I. CONSTRUCTION Burlingame, Ca. Amount
BASE BID BASIS OF AWARD	All work as shown on the Drawings and described in the Specifications. Base Bid to include replacement door with detail No. 2 as shown on sheet A2.3; door installed on the face of the structure to accommodate minmum height requirement, 6'-8". New door shall be 36" wide nominal. Stair rail shall be as shown on the Drawings and as noted on Section 05511, Paragraph 2.05 B. Option 1.	$154,775.00	$204,000.00	$162,691.00	$228,000.00	$193,000.00	$199,999.00
Alternate No.1	All works as noted on the Base Bid above, as shown on on the Drawings and described in the Soeicifications. This bid to include replacement door with detail No. 2 as showin on sheet A2.3; door installed on the face of the structure to accommodate minimum height requirement, 6'-8". New door shall be 36" wide nominal. This alternate shall be with PICKET RAILING as described in Section 05511, Paragraph 2.05 B. Option 2.	$155,675.00	$202,000.00	$162,002.00	$263,000.00	$195,000.00	$201,244.00
Alternate No.2	All work as shown on the Drawings and described in the Specifications. This bid to include replacement door to be framed within the existing opening that receives 6' 5-1/2" high door. Niew door shall be 36" wide nominal and not less than the existing door height. This alternate shall be with stair railing similar to the stair railing described in Section 05511, Paragraph 2.05, B. Option 1.	$153,775.00	$209,000.00	$155,464.00	$25,000.00	$193,000.00	$179,280.00

Project: Agricultural Building East Entry Stair Remodel
Contract No.: 2657
Project Engineer: Mansur Niufar
Project Manager: Mansur Niufar

Prepared By: Mansur Niufar
Checked By: Victor Yew
Date: 2/18/00
Bids Opened: 2/17/00

Bid Item	DESCRIPTION	Biiler-McCoy Builders Inc. San Francisco, Ca.	Miller Thompson Cons San Francisco, Ca.	Homer J. Olson Inc. Hayward Ca.	L & B Engineering San Francisco, Ca.	Adolph Schmidt Inc. San Francisco, Ca.	G.M.I. CONSTRUCTION Burlingame, Ca.
Alternate No. 3	All work as shown on the Drawings and described in the Specifications. This bid to include replacement door to be framed within the existing opening that receives 6' 5-1/2" high door. New door shall be 36" wide nominal and not less than the exsisting door height. This Alternate shall be with stair railing similar to the ROUND PICKET RAILING described in Section 05511, Paragraph 2.05, B. Option 2.	$155,675.00	$207,000.00	$154,775.00	$30,000.00	$195,000.00	$180,565.00

NOTE:

A. Successful Bidder will be slelected on the lowest BASE BID amount quoted by the reponsive, responsible Bidder
B. See Bid Summary Report (attached) for the Contractor deemed responsive by HRC+A4 and Engineering, Homer J Olson.
C. Homer J. Olson is in compliance and responsive in providing the 18% MBE and 7% WBE goal set by the HRC Officer.

BID SUMM. / REPORT

Project: Agricultural Buiding East Entry Stair Remodel
Contract No.: 2657

Project Engineer: Mansur Niufar
Project Manager: Mansur Niufar
Bids Opened: 03/24/00
Checked by: Victor Yew

		Biller McCoy		Miller Thompson.		Homer J. Olson		L & B Engrng.		Adolph Schmidt Inc		G.M.I Construction	
		SF, CA		SF, CA		Hayward ,CA		SF, CA		SF, CA		SF , CA	
Required Forms	Document #	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Bid Form	00400	Yes		Yes		Yes		Yes		Yes		Yes	
Schedule of Bid Prices	00410	Yes		Yes		Yes		Yes		Yes		Yes	
Non-Collusion Affidavit	00480	Yes		Yes		Yes		Yes		Yes		Yes	
Bid Bond	00430	Yes		Yes		Yes		Yes		Yes		Yes	
Acknowledgement of Receipt of Addenda	00432	Yes		Yes		Yes		Yes		Yes		Yes	
Subcontractor List	00435	Yes		Yes		Yes		Yes		Yes		Yes	
Business Tax Registration Declaration	00454	Yes		Yes		Yes		Yes		Yes		Yes	
Certificate of Bidder Regarding Apprentice Training Program	00465	Yes		Yes		Yes		Yes		Yes		Yes	
Highest Prevailing Wage Rate Certification	00460	Yes		Yes		Yes		Yes		Yes		Yes	
HRC Form 1 MBE/WBE/LBE Bid Discount Application	HRC Form 1	Yes		Yes		Yes		Yes		Yes		Yes	
HRC Form 2A MBE/WBE Subcontractor And Supplier Participation	HRC Form 2A	Yes		Yes		Yes		Yes		Yes		Yes	
HRC Form 2B: Construction ... Good Faith Efforts	HRC Form 2B	Yes		Yes		Yes		Yes		Yes		Yes	
Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits	00470	Yes		Yes		Yes		Yes		Yes		Yes	
Bidder's Qualifications Statement	00450	Yes		Yes		Yes		Yes		Yes		Yes	
First Source Hiring Program Cerification	00457	Yes		Yes		Yes		Yes		Yes		Yes	
Certificate of Bidder Regarding Debarment And Suspension	00482	Yes		Yes		Yes		Yes		Yes		Yes	
Deemed Responsive by Engin & HRC (Y/N) ?		NO				YES							

PORT OF SAN FRANCISCO

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MEMORANDUM

April 14, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Authorization to enter into a contract with the consultant team led by Economic Research Associates to assist the Port in preparing the Request for Qualifications and Proposals for the Pier 70 Mixed-Use Development Project and other consulting services associated with the development of the Pier 70 Opportunity Area.

DIRECTOR'S RECOMMENDATION: AUTHORIZE STAFF TO ENTER INTO CONTRACT WITH THE CONSULTANT TEAM LED BY ECONOMIC RESEARCH ASSOCIATES

BACKGROUND

Consultant Request for Qualifications

On September 17, 1999, Port staff issued a request for qualifications from teams of consultants with multidisciplinary expertise to provide consulting services for waterfront planning and development projects ("Consultant RFQ"). The purpose of this Consultant RFQ was to create a list of Qualified Consultant Teams from which the Port could solicit proposals for planning and development consulting services, including for the Pier 70 Mixed-Use Development Project, Pier 45 Shed A, the Bryant Street Pier Project, the Piers 27-31 Mixed Use Recreation Project, the Southern Waterfront, and other projects as needed. Each consultant team had to include expertise in real estate market and financial research and analysis, site planning and urban design, architecture, historic preservation, engineering, transportation, project approvals, and community relations. Each consultant team had to be led by a real estate economics consulting firm ("Lead Consultant"), and could include sub-consultants. Pursuant to San Francisco Administrative Code Section 12D, sub-consultant participation goals of 15% for Minority Business Enterprises (MBEs) and 5% for Woman Business Enterprises (WBEs) were established for the total contract dollars expended by the Port through this Consultant RFQ process.

As indicated in the informational presentation to the Port Commission at its November 17, 1999 meeting, responses to this request for qualifications were received from the following six consultant teams (listed alphabetically by the Lead Consultant):

- Bay Area Economics
- Economic & Planning Systems
- Economic Research Associates
- Hausrath Economics
- Keyser Marston Associates, Inc.
- Sedway Group

Port staff determined that all six consultant teams met the Minimum Qualifications indicated in the Consultant RFQ, although some of the consultant teams indicated interest in only certain projects and therefore did not include the expertise required for other projects. All six responding consultant teams were placed on the list of Qualified Consultant Teams from which the Port can solicit proposals for specific consulting contracts.

Consultant Request for Proposals

A selection committee of Port Staff reviewed the developer qualifications and chose two of the Consultant Teams – Hausrath Economics Group (HEG) and Economics Research Associates (ERA) -- to respond to a Request for Proposals for Consulting Services for the Mixed-Use Development Project ("Consultant RFP"). The indicated scope of consulting services consisted of two phases:

1. Phase 1 – Analyze the feasibility and potential for development of the Pier 70 site and assist the Port in developing a RFQ/P for development of the site;
2. Phase 2 – Assist the Port, as needed, in evaluating developer responses to the RFQ/P;
3. Phase 3 – Assist the Port, as needed, with the developer negotiations for the site.

Respondents were asked to indicate in their qualifications and proposals:

1. Their approach to providing consulting services.
2. Their previous experience with similar projects.
3. The fixed fee for Phase 1 work, and the hourly rates for Phase 2 and Phase 3 work.
4. Their compliance with certain City requirements.
5. Their compliance with Human Rights Commission requirements.
6. A conflict of interest statement.

The evaluation criteria indicated in the Consultant RFQ consisted of:

1. Their approach to consulting services;
2. The experience of Lead Consultant, sub-consultants and assigned project staff;
3. The fee proposal.

Rating bonuses were indicated to be in effect pursuant to Chapter 12D of the San Francisco Administrative Code.

Responses to the Consultant RFP were received from HEG and ERA. The following table indicates the members of these two consultant teams, their Phase 1 fee proposal, whether the Lead Consultant is a MBE or WBE, and the percentage of the Phase 1 fee proposal allocated to MBE/WBE sub-consultants.

Lead Consultant:	HEG	ERA
Sub-Consultants:	Sasaki Associates Ansari Structural Engineers Ben C. Gerwick Geo/Resource Consultants Javaherian Consulting G. Bland Platt Associates CHS Consulting Group Real Estate Planning Strategies CSG Advisors Davis Langdon Adamson EIP Associates	Sasaki Associates G. Bland Platt Associates Real Estate Planning Strategies Public Affairs Management CHS Consulting Group Robin Chiang & Company Pete O. Lapid & Associates Arcost Olivia Chen Consultants Han-Padron Associates The Maritime Group URS Corporation
Phase 1 Fee Proposal:	$194,425	$155,000
Percentage of Phase 1 Fee allocated to MBE/ WBE sub-consultants:	38%	30%

EVALUATION OF PROPOSALS AND RECOMMENDATION

The two proposals submitted in response to the Consultant RFP were evaluated by a five-member selection committee comprised of Port staff, using the evaluation criteria indicated in the Consultant RFP. The selection committee also conducted oral interviews with the two consultant teams.

The consultant team led by ERA received the highest overall score from the selection committee following the oral interviews, both before and after applying rating bonuses pursuant to Chapter 12D of the San Francisco Administrative Code.

Port staff therefore recommends that the Port Commission authorize staff to enter into a contract with the consultant team lead by ERA for the consulting services. A maximum contract price of $150,000 has been established for this work.

Prepared by: Rich Hillis
Planning and Development

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-33

WHEREAS, Port staff on September 17, 1999 issued a request for qualifications from teams of consultants with multidisciplinary expertise to provide consulting services for waterfront planning and development projects, including Pier 70 Mixed-Use Opportunity Area ("Consultant RFQ"); and Port staff, with the assistance of representatives of the Human Rights Commission, undertook good faith efforts to ensure that disadvantaged minority and woman owned business enterprises were given an opportunity to submit qualifications or participate on a consultant team as a sub-consultant; and

WHEREAS, Responses were received to this RFQ from six consultant teams, all of which were determined by Port staff to met the Minimum Qualifications indicated in the RFQ, and all six consultant teams were placed on the list of Qualified Consultant Teams from which the Port could solicit proposals for specific consulting contracts; and

WHEREAS, Port staff on March 21, 2000 requested proposals from two of the six Qualified Consultant Teams to provide consultant services regarding the Pier 70 Mixed-Use Development Project ("Consultant RFP"), with the scope of services consisting of three phases: (1) Phases 1 assisting the Port in developing a RFQ/P for development of the Pier 70 Opportunity Area; (2) Phase 2, as needed, assisting the Port with evaluating developer responses to the RFQ/P and (3) Phase 3, as needed, negotiating the development agreements for the Pier 70 Opportunity Area; and

WHEREAS, Responses to this Consultant RFP were received from two consultant teams, led by Hausrath Economics Group and Economics Research Associates as summarized in the memorandum for the April 18, 2000 Port Commission Meeting; and

WHEREAS, A selection committee comprised of Port staff evaluated the two proposals using the evaluation criteria indicated in the Consultant RFP, and conducted oral interviews with the consultant teams; and

WHEREAS, The consultant team led by Economics Research Associates received the highest overall score from the selection committee following the oral interviews; and, now therefore be it

RESOLVED, that the Port Commission hereby authorizes and directs the Executive Director of the Port, or his designee, to enter into a contract with Economics Research Associates for the consulting services indicated in the memorandum for the April 18, 2000 Port Commission meeting.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of April 18, 2000.

_____
Secretary

PORT OF SAN FRANCISCO

Ferry Building
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APR 14 2000

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MEMORANDUM

April 14, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Michael Hardeman
Hon. Pius Lee
Hon. Denise McCarthy

FROM: Douglas F. Wong
Executive Director

SUBJECT: Consideration and Possible Action to Include an Implementation Program in the Work Program for the BCDC/Port San Francisco Waterfront Committee

DIRECTOR'S RECOMMENDATION: Approve the Resolution

At a joint meeting on January 6, 2000, the Port Commission and Bay Conservation and Development Commission approved the creation of a BCDC/Port San Francisco Waterfront Committee to develop recommendations on outstanding issues necessary to reconciling BCDC and Port plans for the waterfront. The issues identified at the time were design parameters for a Northeast Wharf Plaza, and historic resources survey information pertinent to the proposed removal of Piers 17 and 23. The BCDC/Port Committee scheduled four meetings, with the intent of developing recommendations on the plan amendments to the BCDC/Port Commissions by May 2000.

Over the course of its meetings, several BCDC Committee members have expressed the need to address how the proposed public plazas and pier removals would be implemented, in light of the proposed land use changes that BCDC would make to allow any uses consistent with the Burton Act public trust to be developed on redeveloped piers. At its meeting of March 16, 2000, the full BCDC requested that implementation issues be included in the BCDC/Port Committee's meetings. At the Committee's April 13, 2000, the Committee approved a motion to include implementation in its proceedings, conditioned upon the approval of the Port Commission. In addition, Port staff has raised questions concerning the enforceability of BCDC commitments anticipated to result from this planning process.

If the attached resolution is approved, the Committee would review and discuss implementation and enforceability issues, and make recommendations to the full BCDC and Port Commission prior to BCDC action on BCDC plan amendments.

Prepared by: Paul Osmundson, Director of Planning &Development

This Print Covers Calendar Item No. **8B**

PORT OF SAN FRANCISCO

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MEMORANDUM

April 14, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Michael Hardeman
Hon. Pius Lee
Hon. Denise McCarthy

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Executive Director

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If the attached resolution is approved, the Committee would review and discuss implementation and enforceability issues, and make recommendations to the full BCDC and Port Commission prior to BCDC action on BCDC plan amendments.

Prepared by: Paul Osmundson, Director of Planning &Development

This Print Covers Calendar Item No. **8B**

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PORT COMMISSION
CITY & COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-34

WHEREAS, On January 6, 2000, the Bay Conservation and Development Commission approved a Brief Descriptive Notice to initiate the process of considering possible changes to BCDC's plans, and established a joint San Francisco Waterfront Committee made up of members of the Port and BCDC Commissions ("BCDC/Port Committee"); and

WHEREAS, The BCDC/Port Committee scheduled a series of meetings to discuss and make recommendations to its respective Commissions on design parameters for the Northeast Wharf Plaza, and historic resource survey information; and

WHEREAS, Several comments have been raised by BCDC/Port Committee members regarding the funding and implementation of the public plazas and pier removals that have been proposed; and

WHEREAS, On March 16, 2000, the BCDC Commission requested that the BCDC/Port Committee include in its review an implementation strategy to complete public access and pier removal projects that are included in BCDC and Port plan amendments to establish consistent planning policies for the San Francisco waterfront; and

WHEREAS, Port staff has raised additional implementation issues with BCDC staff concerning enforceability of BCDC commitments anticipated to result from this planning process; and

WHEREAS, On April 13, 2000, the BCDC/Port Committee approved a motion to include an implementation strategy in its meeting discussions and recommendations to the BCDC and Port Commissions, pending approval by the Port Commission; now, therefore be it

RESOLVED, The Port Commission agrees that the BCDC/Port Committee should consider and make recommendations regarding the implementation of public access and pier removal projects and the enforceability of the commitments.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of April 18, 2000.

_____
Secretary

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PORT COMMISSION
CITY & COUNTY OF SAN FRANCISCO

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RESOLVED, The Port Commission agrees that the BCDC/Port Committee should consider and make recommendations regarding the implementation of public access and pier removal projects and the enforceability of the commitments.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of April 18, 2000.

_____
Secretary

5
18/00
Special

SAN FRANCISCO
PORT COMMISSION

APRIL 18, 2000
MINUTES OF THE SPECIAL MEETING

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MEMBERS, PORT COMMISSION

HON. KIMBERLY BRANDON, PRESIDENT
HON. BRIAN McWILLIAMS, VICE PRESIDENT
HON. DENISE McCARTHY
HON. MICHAEL HARDEMAN
HON. PIUS LEE

DOUGLAS F. WONG, EXECUTIVE DIRECTOR

CITY & COUNTY OF SAN FRANCISCO
PORT COMMISSION

MINUTES OF THE SPECIAL MEETING
APRIL 18, 2000

1. **ROLL CALL**

Commission President Kimberly Brandon called the meeting to order at 3:05 p.m. The following Commissioners were present: Kimberly Brandon, Denise McCarthy, Michael Hardeman and Pius Lee. Commissioner McWilliams was not present.

The Commission Secretary announced that Item 11B(2) will be taken out of order and will be heard first.

ACTION: Commissioner McCarthy moved approval to convene in executive session; Commissioner Hardeman seconded the motion. All of the Commissioners were in favor.

At 3:05 p.m., the Commission withdrew to executive session to discuss the following:

(2) CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED LITIGATION MATTERS:

a. Discuss significant exposure to litigation pursuant to subdivision (b) of the California Government Code Section 54956.9 (two cases).
___ As Defendant __X__ As Plaintiff

At 4 p.m., the Commission returned from executive session and convened in open session.

ACTION: Commissioner Hardeman moved approval to not disclose any information discussed in executive session; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor.

2. **APPROVAL OF MINUTES** - March 28, 2000 Regular Meeting

Commissioner Lee requested that the last Commission minutes be amended as follows: Commissioner Lee objected to the 3-hour free validated parking because it is unfair to the Port. He suggested developing a plan that would allow merchants to participate in the cost by paying 50 cents per hour for a maximum of two hours.

ACTION: Commissioner McCarthy moved approval as amended; Commissioner Hardeman seconded the motion. All of the Commissioners were in favor. The minutes of the March 28, 2000 regular meeting, as amended, were adopted.

3. **EXECUTIVE**

A. Executive Director's Report:

(1) China Basin Ferry Terminal:
Two ferry landings were available for opening day at Pac Bell Park. They were used by hundreds of ferry riders to the ballpark, reducing the traffic impact to the China Basin area.

The Port's engineering, maritime, and maintenance staff designed and constructed a fully ADA accessible temporary ferry landing at Pier 48. The landing was completed before the exhibition game and will be in operation until September. Port staff, in particular Ed Byrne, John Davey and Chris Kiesselbach, worked overtime during the month of March to make this landing available.

Across the channel, the first permanent ferry landing at Pac Bell Park was available on opening day. While there are still a few punch list items, Vortex Construction was able to put the landing into operation in just 102 days. While the entire construction team did a remarkable job on the project, Port staff - Leo Bragagnolo, Lisa Ising and Ed Bubnis – worked hard and put in long hours to accomplish the project. The second landing at the China Basin Ferry Terminal will be completed by September.

(2) Chilean Line Agreement:
The Maritime Department has been successful in attracting another new shipping service to Pier 80. They are in the process of finalizing the Marine Terminal Agreement with Compania Sud-Americana De Vapores, S.A. (Chilean Line) for a new bi-weekly service that will call at Asia, Seattle, San Francisco, Mexico and the Panama Canal. The new service will add another 26 vessel calls and approximately 9000 containers per year. Chilean Line is a past customer of the Port. They were a joint partner in the old Serpac Group but they pulled out of the group and the Bay Area over two years ago. The new service is expected to commence in late May/early June.

(3) Gary Olson, Maintenance Superintendent
Mr. Olson passed away on March 29. His funeral mass was held on April 4 and many Port employees attended the mass. Gary started working for the Port in 1974 as a pile driver. He was promoted to pile driver supervisor in 1984. Since 1993, Gary provided leadership in managing the Maintenance Department. Gary was a tireless worker. Besides his family, the Port of San Francisco was the most important thing in his life. Gary was able to work under tight budget and sometimes conflicting priorities, but he always managed to provide the needed services to the Port. He was well respected by his peers and he will be sorely missed.

4. CONSENT CALENDAR

5. MARITIME

6. REAL ESTATE

A. Approval of six separate Memoranda of Agreement between the Port and RMC Pacific Materials for real property at Pier 80, Bode Gravel Company/Mission Valley

Rock for real property at Pier 92, British Pacific Aggregates Corporation for real property at Pier 94, ISG Resources, Inc. for real property at Pier 90, Grosvenor Bus Lines, Inc. for real property at Pier 96 and Waste Management, Inc. for real property at Pier 70. (Resolution No. 00-30)

Paul Osmundson, Director of Planning & Development, requested Commission's approval of the following six Memoranda of Agreement:

1) RMC Pacific Materials. RMC has proposed leasing up to 118,583 square feet of open land and 5,000 sq. ft. of shed space at the Port's Cargo Terminal at Pier 80, for use as a maritime bulk cargo terminal and concrete ready-mix facility.

2) Bode Gravel Company/Mission Valley Rock. Bode Gravel is proposing a joint venture with Mission Valley Rock (existing Port tenant) to lease approximately 200,000 sq. ft. of open land and wharf space at Pier 92, also fur use as a maritime bulk cargo terminal and concrete ready-mix facility.

3) British Pacific Aggregates Corporation. BPA proposes to lease approximately 435,600 sq. ft. of land at Pier 94 for use as a maritime bulk cargo terminal, bulk cargo storage facility and a concrete ready-mix plant.

4) ISG Resources, Inc. ISG has made a proposal to lease approximately 100,000 sq. ft. of real property which includes the grain silos located at Pier 90, for the import, storage and transloading of materials such as fly ash and slag.

5) Grosvenor Bus Lines, Inc. Grosvenor plans to lease approximately 28,030 sq. ft. of shed space, 300,000 sq. ft. of paved land and 13,870 sq. ft. of office space at Pier 96, for the operation of a tour bus maintenance and repair facility.

6) Waste Management, Inc. WMI has proposed to lease approximately 24,000 sq. ft. of shed space and 30,000 sq. ft. of open land located at Pier 70, for use as a construction debris recycling facility. WMI has proposed a 5-year lease.

Mr. Osmundson noted that the purpose of the MOA is to provide each of the companies assurance that the Port will not negotiate with another party during the time in which the required EIR review, permit process and community outreach is occurring. The other purpose is to secure the agreement of both the Port and the tenants and no approval would occur before the EIR review is completed. Staff is conducting a supplemental EIR. A preliminary draft is being reviewed and it is expected to be published in June for public review. At the completion of that process, the Commission will consider taking final action on these lease transactions. The Southern Waterfront Advisory Committee (SWAC) will be consulted on an ongoing basis during the course of the negotiations. The Port will not consider any lease transactions without first presenting the terms of the new deal to the SWAC. These agreements will be protective of both the Port Commission and SWAC concerns. The term would last six months following completion of the EIR review and this would allow Port staff to negotiate terms of the lease agreement. SWAC has reviewed and voted unanimously to approve the form of the agreement.

Joe Sostaric, RMC Pacific Materials, indicated that their company has a long history with San Francisco and their company is a union operator. Two issues were raised the last time this item was heard by the Commission. They will continue to meet, discuss and resolve those issues with ILWU and the Southern Waterfront Advisory Community. He gave his commitment to the Commission that they will do their best to be good neighbors and provide benefits to San Francisco.

Dan Boardman, President of Bode Gravel, indicated that they are good corporate citizens and will continue to do so. A lot of their issues were not resolved but this agreement would allow for those additional discussions to take place.

Cameron Adams, British Pacific Aggregates, indicated that this project would provide benefits to the community and the neighborhood and they are committed to working with the ILWU.

Rodney Winkler, RMC Lonestar, thanked the Commission for the opportunity to work on this property as it will provide benefits to its employees and their families.

Andrew Morris, Waste Management, thanked the Port for identifying a property that would potentially be their home. Their company is committed to San Francisco and their goal is to help the City reach its reduction goal of 50% by 2000.

Commissioner Brandon inquired about the completion date of the EIR and the MOU.

Mr. Osmundson replied that it would take a period of 45 days for the draft EIR to be circulated to public agencies for review and comments. Once the comments are received and responded to, the document will be finalized. It will be released sometime in August or September depending on how many comments are received and level of complexity. The term of the MOU will commence immediately after the completion of the EIR and would last for six months.

Commissioner Brandon indicated that mentioned in the Waterfront Land Use Plan is the Western Pacific Opportunity Area and the Cargo Opportunity Area. She inquired if staff has looked into what the opportunity areas will be and whether the leases would have an impact on the opportunity areas.

Mr. Osmundson replied that a portion of the opportunity area at the Western Pacific site is being considered for Muni Metro Rail facility and the other portion is being studied for redevelopment. The other opportunity area on Cargo Way is identified for general commercial reuse. Potential impacts are being analyzed in the EIR. Staff is working with the consultant regarding land use scenarios for those properties. The Port Commission cannot make a decision until the EIR is completed but staff has laid out a range of reuse opportunities for those sites which will be presented to the Commission before the leases are approved.

ACTION: Commissioner Hardeman moved approval; Commissioner Lee seconded the motion. All of the Commissioners were in favor. Resolution No. 00-30 was adopted.

B. Approval of Assignment of Lease No. L-10446 affecting Pier 33 South (The Embarcadero at Bay Street) from Pier 33, Incorporated, a California Corporation, to Kira Mikazon, an Individual. (Resolution No. 00-31)

Mr. Nic Dempsey, Senior Commercial Leasing Manager, requested Commission's approval of the assignment of lease to Kira Mikazon.

ACTION: Commissioner Hardeman moved approval; Commissioner Lee seconded the motion. All of the Commissioners were in favor. Resolution No. 00-31 was adopted.

C. Approval of Fourth Amendment to Lease No. L-10446 with Kira Mikazon, an Individual affecting Pier 33, South (The Embarcadero at Bay Street). (Resolution No. 00-32)

Mr. Nick Dempsey, Senior Commercial Leasing Manager, provided the Commission a brief background of the lease and requested Commission's approval of the fourth amendment to lease with Kira Mikazon.

Commissioner Lee asked why the Port is releasing the existing tenant when the Port can go after him in the event that the new tenant does not pay. Mr. Dempsey replied that the entire asset of Pier 33, Inc. is the leasehold. The corporate body has no other assets. Having assigned the lease to Kira Mikazon the Port has more protection than it would otherwise. Her credit rating is exceptional. Port staff is comfortable with its net worth being more than adequate to the Port.

Commissioner McCarthy asked if the individual is running a business or just taking over the corporate entity. Mr. Dempsey replied that Kira Mikazon will be the lease holder. The lease is being transferred from the corporation to the individual, who will be personally liable for the entire performance of the lease.

In reading the staff report, Commissioner McCarthy noticed a discrepancy in the number of years the lease will be amortized. It seems that the lease would only be amortized for 11 years instead of 15 years. She also inquired about the leasehold entails. Mr. Dempsey responded the lease would indeed be amortized for 11 years and the leasehold consists of restaurant and offices.

Commissioner McCarthy asked if the leasehold is located on the seawall or on the pier. Mr. Dempsey replied that it's located in the bulkhead building much like the Pier 40 Roastery.

Commissioner McCarthy asked what the Waterfront Land Use Plan calls for this site. Mr. Osmundson replied that the WFLP calls for general range in the bulkhead for general mixed use of commercial retail and maritime.

Commissioner McCarthy commented that office space is at a premium and the Port is not going to benefit because it is going to another entity. Mr. Dempsey indicated that because the existing lease provides for termination fee of up to $546,000 the Port will benefit because there's no ongoing projects at Pier 33.

Commissioner McCarthy asked about the increase of the termination fee to $750,000. Mr. Dempsey replied that this was done at the request of the assignee. In return for the Port's agreement, the assignee has agreed to install a dedicated sanitary server system serving only Pier 33. This will eliminate the back-up problems at Pier 33 and will provide added value to the Port.

Commissioner Brandon asked about the current lease terms. Mr. Dempsey replied that the base rent is $4,700 a month and 30% of sales over $27,500. Commissioner Brandon commented that this transaction does not provide any benefits to the Port. Mr. Dempsey replied that the fourth amendment modifies the percentage rent provisions of the lease requiring that the amount of any percentage rents payable for the previous year become part of the minimum rent obligation in succeeding years, protecting the Port from any cash flow loss resulting from an economic down turn.

Commissioner Lee commented that this transaction is not a good deal for the Port especially since the Port has to pay a termination fee for the lease. He believed that the existing leaseholder should be responsible for the lease should the new tenant defaults.

Mr. Peter O'Brien, current lessee, indicated that most of the termination fee will go to the lender's requirements. He agreed with Mr. Dempsey's assessment about the trade-offs. If this item is continued, he might not have a buyer at that time and urged the Commission to reconsider.

Commissioner Brandon replied that since the Commission does not have enough information to consider, she suggested that this item be heard at the next meeting.

ACTION: Commissioner McCarthy moved approval to continue this item to the next meeting; Commissioner Hardeman seconded the motion. All of the Commissioners were in favor.

7. FACILITIES & OPERATIONS

A. Authorization to award Contract No. 2657, Agricultural Building East Entry Stair Replacement, to the lowest responsive bidder, Homer J. Olson for $162,002 plus a 10% contingency. (Resolution 00-29)

Mr. Alex Lee, Director of Facilities & Operations, requested the Commission's approval to award Contract No. 2657 to Homer J. Olson. The purpose of the project is to replace the damaged wooden stairs and landings with a new galvanized steel stair system as required by the Building Code.

ACTION: Commissioner Lee moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor. Resolution No. 00-29 was adopted.

8. PLANNING & DEVELOPMENT

A. Authorization to enter into a contract with the consultant team led by Economics

Research Associates to assist with the development of a RFP/Q for the Pier 70 Opportunity Area. (Resolution No. 00-33)

Rich Hillis, Port Planner, requested the Commission's authorization to approve a contract with the consultant team led by Economics Research Associates to assist Port staff with the development of a RFP/Q for the Pier 70 Opportunity Area.

Commissioner Brandon asked staff why it chose to consider only two consultants to respond to the proposals. Rich Hillis responded that of the six respondents, only five firms chose to be considered and two firms subsequently dropped out. In consultation with the consultants, staff selected the two best teams. He added that responding to proposals poses a burden to the respondents.

Commissioner Brandon offered a suggestion that since there's a small group of respondents, it would be more prudent to ask all teams and have them decide whether to respond or not.

ACTION: Commissioner McCarthy moved approval; Commissioner Lee seconded the motion. All of the Commissioners were in favor. Resolution No. 00-33 was adopted.

B. Discussion and decision as to whether to include an implementation program within the work program of the joint BCDC/Port San Francisco Waterfront Committee. (Resolution No. 00-34)

Mr. Paul Osmundson, Director of Planning & Development, indicated that at the January 6, 2000 joint Port Commission and BCDC meeting, the Commissions approved the creation of a BCDC/Port San Francisco Waterfront Committee to develop recommendations on outstanding issues necessary to reconcile BCDC and Port plans for the waterfront. The issues identified were design parameters for a Northeast Wharf Plaza and historic resources survey information pertinent to the proposed removal of Piers 17 and 23. The BCDC/Port Committee scheduled four meetings with the intent of developing recommendations on the plan amendments to the BCDC/Port Commissions by May 2000.

Over the course of its meetings, several BCDC Committee members have expressed the need to address how the proposed public plazas and pier removals would be implemented, in light of the proposed land use changes that BCDC would make to allow any uses consistent with the Burton Act public trust to be developed on redeveloped piers. At its meeting of March 16, 2000, the full BCDC requested that implementation issues be included in the BCDC/Port Committee's meetings. At the Committee's April 13, 2000, the Committee approved a motion to include implementation in its proceedings, conditioned upon the approval of the Port Commission. In addition, Port staff has raised questions concerning the enforceability of BCDC's commitments anticipated to result from this planning process.

Mr. Osmundson indicated that some of the issues raised and discussed by staff over the last several years deal with funding schedules, commitments by both Port and BCDC, remedies and enforceability. If the attached resolution is approved, the

Committee would review and discuss implementation and enforceability issues, and make recommendations to the full BCDC and Port Commission prior to BCDC action on BCDC plan amendments.

Commissioner McCarthy commented that implementation should be included as part of the agreement. The Port is going to show a good faith effort in its commitment by securing funding for the project. Staff will begin negotiations and take into consideration something that would give the Port assurance from BCDC that they are not going to continue to extract something when a developer seeks approval for a project, i.e. BCDC does not continue to extract beyond what the agreement lays out.

Mr. Osmundson indicated that staff will carry those instructions into the negotiations and will report back to the Commission.

ACTION: Commissioner McCarthy moved approval; Commissioner Hardeman seconded the motion. All of the Commissioners were in favor. Resolution No. 00-34 was adopted.

9. FINANCE & ADMINISTRATION

10. NEW BUSINESS / PUBLIC COMMENT

Mr. Patrick McMahon spoke on behalf of the slip owners at Pier 39 and reiterated the concerns that Mr. McPhee presented to the Commission in September:

(1) The west wall of the marina has been in a state of collapse over the last several years. Pier 39 has in their agenda $2 million for the repair of the west wall and is expecting the slip owners to pay for most of it.
(2) The slip owners fought vehemently against the building of the aquarium. The aquarium brought additional siltation, above the normal siltation, and Pier 39 expects the slip owners to foot the bill.
(3) Seaplane at the wharf. There were some near misses of boats and seaplanes in the last year and a half. If something happens, the liability will be monumental.

Mr. McMahon indicated that Pier 39 has demonstrated willfulness of doing what they please with the master sublease regardless of who they hurt.

He asked for the Commission's position regarding these issues, specifically, the west wall. Mr. Wong replied that he will assign a Port staff to handle this matter.

Commissioner Hardeman indicated that he was attending a meeting in Washington, D.C. when Gary Olson passed away and asked the Commission to close today's meeting in his memory. He also requested staff to prepare an appropriate proclamation to present to his family.

11. EXECUTIVE SESSION

A. Vote on whether to hold closed session to confer with Legal Counsel and Real Property Negotiator.

ACTION: Commissioner Hardeman moved approval; Commissioner Lee seconded the motion. All of the Commissioners were in favor.

At 5:10 p.m., the Commission withdrew to executive session to discuss the following:

B. CLOSED SESSION

(1) Discussion of Executive Director's Compensation for Fiscal Year 2000/2001.

(2) CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED LITIGATION MATTERS:

a. Discuss significant exposure to litigation pursuant to subdivision (b) of the California Government Code Section 54956.9 (two cases).
___ As Defendant __X__ As Plaintiff

(3) CONFERENCE WITH REAL PROPERTY NEGOTIATOR – This is specifically authorized under California Government Code Section 54956.8.
This session is closed to any non-City/Port representative.*

a. Property: Western Pacific Property @ 25th & Illinois
Person Negotiating: Port of San Francisco: Paul Osmundson, Director of Planning and Development.
*Municipal Railway: Kerstin Magary

b. Property: Muni Metro East Kirkland Bus Yard
Person Negotiating:
Port of San Francisco: Douglas F. Wong, Executive Director
*Municipal Railway: Kerstin Magary

c. Property: Pier 45
Person Negotiating:
Port of San Francisco: Paul Osmundson, Director of Planning & Development
*Bay Center: Tom Sargent
*San Francisco at the Wharf: Dennis Barrie

d. Property: Pier 35
Person Negotiating:
Port of San Francisco: Paul Osmundson, Director of Planning & Development
*S.S. Lurline: Thomas Callinan

e. Property: Jelly's – Dance Café at Pier 50
Person Negotiating:
Port of San Francisco: Theresa Picon, Director of Real Estate
*Jelly's-A Dance Café: Ricci Cornell

12. **RECONVENE IN OPEN SESSION**

At 6:43 p.m., Commissioners Brandon, McCarthy, Hardeman and Lee returned from executive session and convened in open session.

ACTION: Commissioner Hardeman moved approval to not disclose any information discussed in executive session; Commissioner Lee seconded the motion. All of the Commissioners were in favor.

The meeting was adjourned at 6:43 p.m.

NOTICE OF CANCELLED MEETING

THE REGULAR PORT COMMISSION MEETING SCHEDULED FOR
TUESDAY, APRIL 25, 2000 AT 4:00 P.M.
IS CANCELLED

THE NEXT REGULAR PORT COMMISSION MEETING
IS SCHEDULED FOR

TUESDAY, MAY 9, 2000
AT 4:00 P.M.

in the Port Commission Room
Suite 3100, Ferry Building
San Francisco, CA 94111
(415) 274-0406

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SPECIAL JOINT HEARING

SAN FRANCISCO PORT COMMISSION
AND
BAY CONSERVATION & DEVELOPMENT COMMISSION

AT
3:00 P.M., TUESDAY, MAY 9, 2000
Suite 3100, Ferry Building, S.F. CA 94111

AGENDA

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MAY - 5 2000

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1. ROLL CALL

2. PLANNING & DEVE LOPMENT

   A. Public Hearing to consider Recommendations of the BCDC/Port San Francisco Waterfront Committee regarding Amendments to BCDC and Port Planning Documents. (Staff report provided to the Commission.)

3. NEW BUSINESS / PUBLIC COMMENT

   Public comment is permitted on any matter within Port jurisdiction and is not limited to agenda items. Public comment on non-agenda items may be raised during New Business/Public Comment. It is strongly recommended that public comments be submitted in writing so they can be distributed to all Commissioners for review. Please fill out a speaker card and hand it to the Commission Secretary. If you have any question regarding the agenda, please contact the Commission Secretary at 274-0406.

4. ADJOURNMENT

SAN FRANCISCO PORT COMMISSION

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MAY - 5 2000

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REGULAR MEETING
4:00 P.M., TUESDAY, MAY 9, 2000
Suite 3100, Ferry Building, S.F. CA 94111

AGENDA

1. **ROLL CALL**

2. **APPROVAL OF MINUTES** - April 18, 2000 Special Meeting

3. **EXECUTIVE**

   A. Executive Director's Report

4. **CONSENT CALENDAR**

   A. Adoption of Updated Rental Rate Schedule. (Resolution No. 00-35) (Staff report provided to the Commission.)

5. **MARITIME**

   A. Approval of Five-Year Marine Terminal Agreement for Compania Sud Americana de Vapores, S.A. (CSAV) at Pier 80 (Resolution No. 00-36) (Staff report provided to the Commission.)

   B. Approval of amendments to Port Tariff No. 4 related to embarking or disembarking at Ferry Terminals, mooring at any wharf, dock or landing, and rules governing speed of vessels within China Basin, and recommending amendments to Section 1612 of the Police Code regarding penalties for non-compliance with orders of the Port Commission. (Resolution No. 00-37) (Staff report provided to the Commission.)

6. **REAL ESTATE**

7. **FACILITIES & OPERATIONS**

   A. Authorization to award Contract No. 2658, "Piers 1-1/2 to 5 Marginal Wharf Repair, Phase 1" to the lowest responsible bidder, Power Engineering Contractors, Inc. (Resolution No. 00-38) (Staff report provided to the Commission.)

8. PLANNING & DEVE LOPMENT

A. Informational Presentation regarding the conceptual design for the Rincon Park Restaurant site.

9. FINANCE & ADMINISTRATION

A. Approval of contract with Brown & Wood LLC and law offices of Pamela Jue for Bond Counsel Services. (Resolution No. 00-39) (Staff report provided to the Commission.)

10. NEW BUSINESS / PUBLIC COMMENT

Public comment is permitted on any matter within Port jurisdiction and is not limited to agenda items. Public comment on non-agenda items may be raised during New Business/Public Comment. It is strongly recommended that public comments be submitted in writing so they can be distributed to all Commissioners for review. Please fill out a speaker card and hand it to the Commission Secretary. If you have any question regarding the agenda, please contact the Commission Secretary at 274-0406.

11. EXECUTIVE SESSION

A. Vote on whether to hold closed session to confer with Legal Counsel and Real Property Negotiator.

B. CLOSED SESSION

(1) Discussion of Executive Director's Compensation for Fiscal Year 2000/2001.

(2) CONFERENCE WITH REAL PROPERTY NEGOTIATOR – This is specifically authorized under California Government Code Section 54956.8. ***This session is closed to any non-City/Port representative.****

a. Property: Pier 45
Person Negotiating:
Port of San Francisco: Paul Osmundson, Director of Planning & Development

Under Negotiation: ___ Price ___ Terms of Payment _X_ Both
An executive session has been calendared to discuss responses received for the Pier 45 RFP.

b. Property: Pier 80
Person Negotiating:
Port of San Francisco: Peter Dailey, Director, Maritime
Union Pacific Railroad: Robert Starzell

Under Negotiation: ___ Price ___ Terms of Payment _X_ Both
An executive session has been calendared to discuss real property negotiations regarding rail access to Pier 80.

d. Property: Pier 33
Person Negotiating:
Port of San Francisco: Nic Dempsey, Senior Leasing Manager
*Kira Mikazon: Kira Mikazon

An executive session has been calendared to discuss real estate negotiations between the Port and Kira Mikazon regarding Port property located at the Embarcadero and Bay Street.

(3) CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED AND EXISTING LITIGATION MATTERS:

a. Discuss significant exposure to litigation pursuant to subdivision (b) of the California Government Code Section 54956.9 (one case).
___ As Defendant _X_ As Plaintiff

b. Discuss existing litigation matter pursuant to subdivision (a) of the California Government Code Section 54956.9 (one case):
_X_ As Defendant ___ As Plaintiff

- Alioto Fish Company vs. CCSF, et. al., Superior Court No. 306-391

12. RECONVENE IN OPEN SESSION

A. Possible report on actions taken in closed session pursuant to Government Code 54957.1 and San Francisco Administrative Code 67.14.

B. Vote in open session on whether to disclose any or all executive session discussions pursuant to Government Code 54957.1 and San Francisco Administrative Code 67.14.

13. ADJOURNMENT

Staff Reports: Explanatory Documents available to the public can be reviewed and copied at the Ferry Building, Suite 3100 or by contacting the Port Receptionist at 415-274-0400.

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MAY - 5 2000

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MAY/JUNE 2000

CALENDAR OF UPCOMING PORT MEETINGS - OPEN TO THE PUBLIC

Date	Time	Group	Location
May 3	4:00 p.m.	Northeast Waterfront Advisory Group	Port Commission Room Ferry Building
May 8	5:00 p.m.	Southern Waterfront Advisory Committee	1800 Oakdale San Francisco
May 9	3:00 p.m.	Joint Port Commission/ BCDC Hearing	Port Commission Room Ferry Building
May 9	4:00 p.m.	Port Commission	Port Commission Room Ferry Building
May 9	4:00 p.m.	Pier 70 Advisory Group	Three 8 Creative Group 888 Illinois Street, S.F.
May 16	9:00 a.m.	Fisherman's Wharf Waterfront Advisory Group	Scoma's Restaurant Pier 47
May 23	4:00 p.m.	Port Commission	Port Commission Room Ferry Building
May 30	4:00 p.m.	Pier 70 Advisory Group	CA College of Arts & Crafts 450 Irwin Street, S.F.
June 6	4:00 p.m.	Pier 70 Advisory Group	CA College of Arts & Crafts 450 Irwin Street, S.F.
June 12	5:00 p.m.	Southern Waterfront Advisory Committee	1800 Oakdale San Francisco
June 13	4:00 p.m.	Pier 70 Advisory Group	CA College of Arts & Crafts 450 Irwin Street, S.F.
June 13	4:00 p.m.	Port Commission	Port Commission Room Ferry Building
June 27	4:00 p.m.	Port Commission	Port Commission Room Ferry Building

NOTES:

The San Francisco Port Commission meets regularly on the 2nd and 4th Tuesday of the month at 4:00 p.m. Contact Amy Quesada at 274-0406 to be placed on the mailing list for Commission meeting agenda.

The Fisherman's Wharf Advisory Group meets regularly on the 3rd Tuesday of the month. The regular meeting time and place is 9:00 a.m. at Scoma's Restaurant, Pier 47, Fisherman's Wharf.

The Northeast Waterfront Advisory Group meets regularly on the 1st Wednesday of the month at 4:00 p.m. in the Port Commission Room, Ferry Building.

The Ferry Building Waterfront Advisory Group does not have any scheduled meetings.

The Southern Waterfront Advisory Group meets regularly on the 2nd Monday of the month at 5:30 p.m. at the Southeast Community Center, 1800 Oakdale, San Francisco.

The Rincon Point-South Beach CAC meets regularly on the 3rd Monday of the month, from 5:00-7:00 p.m. at the South Beach Yacht Club (Pier 40 on The Embarcadero). Please contact Tiffany Bohee at 749-2481 for more information.

Port Website

Check out the Port's Website at www.sfport.com

Questions/Contacts

Pier 45 Advisory Group	Kirk Bennett	274-0545
Pier 70 Advisory Group	Anne Cook	274-0483
Northeast Waterfront Advisory Group	Kirk Bennett	274-0545
Ferry Building Waterfront Advisory Group	Alec Bash	274-0539
Bryant Street Pier Advisory Group	Anne Cook	274-0483
Southeast Waterfront Advisory Committee	Braj Norris	274-0540
Port of San Francisco Reception	Liz Fitzgerald	274-0400

ACCESSIBLE MEETING INFORMATION

The Port Commission office is located on the third floor of the Ferry Building, Suite 3100. The Port office is wheelchair accessible. Accessible seating for persons with disabilities (including those using wheelchairs) will be available. The closest accessible BART and MUNI Metro station is Embarcadero located at Market and Spear Streets. Accessible MUNI lines serving the Ferry Building are the 9, 31, 32 and 71. For more information about MUNI accessible services, call 923-6142.

Accessible parking is provided in the small parking lots adjacent to the Ferry Building; three spaces in the north lot and two spaces in the south lot. These spaces are usually full during business hours. Due to the ongoing construction of the Mid-Embarcadero Roadway Project there are currently no curbside passenger unloading and loading areas. The area of the north parking lot adjacent to the north building entrance should be used for this purpose. Parking is available at Rincon (Spear between Mission & Howard), One Market Plaza (Spear between Market & Mission), Embarcadero Center 4 (Clay between Davis & Drumm) and 50 California Garage (Sacramento between Davis & Drumm). There are two accessible entrances into the World Trade Center (north wing of the Ferry Building); one on the north and the main entrance on the west (Embarcadero). The west entrance is provided with two doors in series that can be operated automatically. Both entrances lead to the elevator lobby. The two elevators are accessible and lead to the third floor location of the Port of San Francisco's office, Room 3100. The ramp from the lobby to the third floor is too steep to be considered an accessible path of travel. Public restrooms and drinking fountains on the first floor of the World Trade Center (north wing of the Ferry Building) are accessible, as well as the central restrooms within the Port's office area.

Assistive listening devices are available for use in the Port Commission Meeting. The following services are available on request 72 hours prior to the meeting: (1) American Sign Language Interpreters; (2) A Sound Enhancement System; (3) The use of a reader during the meeting and (4) copies of the agenda or minutes of the meeting in alternative formats. Please contact Kevin Jensen, the Port's ADA Coordinator at (415) 274-0555. Late requests will be honored if possible. Please contact the Commission Secretary at (415) 274-0406 should you require large print of the agenda.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City accommodate these individuals.

Know Your Rights Under the Sunshine Ordinance. Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, please contact Donna Hall, Administrator at 554-7724; fax 554-5163; e-mail address Donna_Hall@ci.sf.ca.us; City Hall, Room 244, One Dr. Carlton B. Goodlett Place, San Francisco, CA 94102-4689. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Ordinance Task Force, the San Francisco Public Library and on the City's Website at www.ci.sf.ca.us/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance. Attention: Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (SF Admin. Code 16.520 – 16.534) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 1390 Market Street, #701, San Francisco, CA 94102, phone (415) 554-9510 or fax (415) 703-0121 and web site http://www.ci.sf.ca.us/ethics/.

PORT OF SAN FRANCISCO

Ferry Building
San Francisco, CA 94111
Telephone 415 274 0400
Fax 415 274 0528
www.sfport.com

MEMORANDUM

May 4, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Michael Hardeman
Hon. Pius Lee
Hon. Denise McCarthy

FROM: Douglas F. Wong
Executive Director

SUBJECT: Report and Recommendation of the Joint BCDC/Port of San Francisco Waterfront Committee on San Francisco Waterfront Principles of Agreement

DIRECTOR'S RECOMMENDATION: Direct Staff to Incorporate the Attached Principles of Agreement in Draft Amendments to the BCDC Plans for the San Francisco Waterfront

A BCDC/Port San Francisco Waterfront Committee was established in January of this year by both Commissions to resolve outstanding issues in order to jointly develop amendments to BCDC and Port plans for the San Francisco waterfront. The Committee held four public hearings during which a number of issues were discussed and public testimony was heard. Attached is a BCDC staff report describing the scope of issues and recommendations considered by the Committee at its meeting on April 27, 2000. At that meeting, the Committee approved the staff's recommendation on the criteria for the design of the Northeast Wharf Plaza and of an implementation strategy for the San Francisco Waterfront Special Area Plan.

A Joint meeting of the BCDC and Port Commissions has been scheduled for May 9, 2000 to present the Committee's recommendations to the full Port and BCDC Commissions, and to seek direction on including these principles in draft amendments to BCDC plans currently being prepared by staff and due for publication on May 12, 2000.

In addition to the BCDC amendments, the Port Commission will also consider approving amendments to the Port's Waterfront Land Use Plan to ensure consistency between BCDC and Port policies. Staff anticipates that draft Waterfront Plan amendments will be prepared in June 2000, and available for public review prior to BCDC approval of BCDC plan amendments.

This Print Covers Calendar Item No. 2A

The attached staff report includes a detailed proposed schedule for completing the BCDC plan amendments. Following the release of the draft BCDC plan amendments on May 12th, BCDC will hold a public hearing on the amendments on June 15, 2000 and will consider adoption of the plan amendments on July 20, 2000. The June 15th and July 20th meetings have been scheduled as joint meetings of the BCDC Commission and Port Commission.

Prepared by: Paul Osmundson
Director, Planning & Development

Attachment

P/Amy/5-9-00 calendar; BCDC plan amendments

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION
50 California Street • Suite 2600 • San Francisco, California 94111 • (415) 352-3600 • FAX: (415) 352-3606
and
SAN FRANCISCO PORT COMMISSION
Ferry Building • Suite 3100 • San Francisco, California 94111 • (415) 274-0406 • FAX: (415) 274-0000

May 2, 2000

TO: BCDC Commissioners and Alternates and Port of San Francisco Commissioners

FROM: Joint BCDC/Port of San Francisco Waterfront Committee

SUBJECT: **Report and Recommendation of the Joint BCDC/Port of San Francisco Waterfront Committee on San Francisco Waterfront Principles of Agreement**
(For the Commissions consideration on May 9, 2000)

Recommendation

The joint BCDC/Port of San Francisco Waterfront Committee recommends that the Commissions (1) accept the Principles of Agreement below; and (2) approve the Special Area Plan Amendment Schedule below.

Background

In March 1996, the Port of San Francisco (Port) and the San Francisco Bay Conservation and Development Commission (BCDC) signed a Memorandum of Understanding (MOU) to jointly work on resolving inconsistencies between the Port's *Waterfront Land Use Plan* and BCDC's *San Francisco Bay Plan, San Francisco Waterfront Special Area Plan* and *San Francisco Waterfront Total Design Plan*. At the invitation of both BCDC and the Port, Save San Francisco Bay Association (Save the Bay) joined these discussions. As prescribed in the MOU, the staffs of the three organizations held a series of meetings to craft a consensus agreement for policy amendments to the Port's and BCDC's plans. In December 1996, the Executive Directors of the Port and BCDC and Save the Bay's representative signed a Concept Agreement which endorsed several elements of agreement reached by the staffs and narrowed the remaining issues to be resolved. Pursuant to the Concept Agreement, the staffs, with the participation of the San Francisco Planning Department, continued to meet to reach consensus on the few remaining differences. Members of a number of San Francisco organizations interested in the waterfront were also involved in these discussions.

On December 16, 1999, the staffs reported to a joint meeting of BCDC and the Port that they had reached agreement on the remaining issues. The agreement was embodied in the document entitled the Draft Framework Agreement. At the joint public hearing on the Draft Framework Agreement, questions were raised by BCDC and Port Commissioners and the public concerning: (1) the size and design of the proposed Northeast Waterfront Plaza at the foot of Pier 27; (2) the proposed removal of Pier 23 to create Bay views; and (3) the removal of Pier 17 to create new open water and Bay views. Many of the commentators testified that they believed that the piers were historic, contributed to the urban form of San Francisco, and should therefore not be removed.

In response to these concerns, the Port and BCDC appointed a joint Waterfront Committee of members of the two Commissions, co-chaired by BCDC Commissioner Susan Leal and Port Commissioner Denise McCarthy. The Committee was charged with holding hearings to better understand the issues raised by the public, resolve the outstanding issues with the Draft Framework Agreement, and report its recommendations back to the Commissions. The Commissions subsequently requested the Committee to also consider implementation matters regarding the Draft Framework Agreement.

The Committee held five public hearings over the past four months to better understand the concerns of the public and discuss the Draft Framework Agreement issues. At the first hearing, the staffs briefed the Committee and the public on the planning work that led to the Draft Framework Agreement. At the second meeting, the staffs presented the results of the Port's historic survey of the northern waterfront piers and reported that the Port will prepare material to nominate a Northern Waterfront historic district to the National Register of Historic Places. The third meeting focused on the results of the all-day design workshop sponsored by the Committee and hosted by the San Francisco Planning and Urban Research Association that addressed the design issues associated with the proposed Northeast Wharf Plaza. The fourth meeting focused on the size and design of the proposed Northeast Waterfront Plaza. At the fifth meeting, the Committee approved its final report to the Commission.

Throughout this public process, it was apparent that there is a strong local and regional reverence for the San Francisco waterfront—its past and its future. Many views were clearly, and often, passionately, articulated. After listening to the public discussion and debate, the staffs have sought to incorporate as much as possible the concerns expressed and requests made at the Committee's meetings by the public and Commit-

tee members. In the Principles of Agreement below, the staffs have sought to construct a balanced agreement that accommodates these diverse views and focuses on the waterfront as a whole, within the bounds of the McAteer-Petris Act. In this agreement, no one gets everything, but everyone gets, the staffs believe, substantially what they want. This agreement would accomplish many important objectives: (1) reconnect San Francisco to its waterfront; (2) increase open water, public access and opportunities to enjoy the Bay in a manner that completes the open space and public access network between Pier 35 and China Basin; (3) provide for new development that attracts people to the Bay and would increase revenue to the Port and City and County of San Francisco; and (4) would preserve historical resources and waterfront urban form. These objectives could not be achieved on an individual, project-by-project basis. It is for these objectives that the staffs of the Port, BCDC and Save the Bay recommend Committee approval of the Principles of Agreement that follow.

Principles of Agreement

Northeast Waterfront Plaza/Park

1. The Port will remove the Pier 27 shed to the line of the Lombard Street view corridor extended to the Bay. It will remove an additional 90 feet of the shed provided that the approximately 15,000 square feet of surface area created with removal of that portion of the shed may be used for commercial, programmable, open air surface recreation use, e.g., ice skating rink, as part of the Pier 27 development if that development is for a recreation use. (See attached "Northeast Wharf Plaza" diagram.)

2. The Port will remove a portion of the Pier 23 shed bayward of the connector building to create views. The Pier 23 deck supporting that part of the Pier 23 shed that would be removed, may be removed or may be retained and used for public access purposes, including transient and temporary berthing.

Historic Structures

1. The Port will initiate preparation of nomination materials for a Northern Waterfront Historic District from China Basin through Pier 45 to be listed on the National Register of Historic Places.

Implementation Measures

As part of the Special Area Plan implementation package:

The Port will:

1. Amend the Waterfront Land Use Plan consistent with the amending language developed in these principles.

2. Finance and/or obtain funding from other sources to fund pier removal and development of the parks and plazas identified in these principles through a dedicated fund. The Port will contribute to the fund a total of $30 million over a 20-year period at the rate of $1.5 million per year as illustrated in the Implementation Schedule below.

3. Remove Pier 34 within one year of BCDC's adoption of amendments to the Special Area Plan.

4. Upon obtaining a BCDC permit for the "major reuse of Piers 30-32," carry out the public benefits projects below which are illustrated in the Implementation Schedule below:

   a. Remove Pier 24 within 5 years;

   b. Remove Pier 36 within 10 years; and

   c. Construct the Brannan Street Wharf within 20 years.

5. Upon obtaining a BCDC permit for the "major reuse of Piers 27-31," which shall include reasonable vehicle access to the project site, carry out the public benefits projects below, which are illustrated in the Implementation Schedule:

   a. Remove that portion of the Pier 27 shed required to create the Northeast Waterfront Plaza/Park and make it and the pier perimeter area and the area adjacent to The Embarcadero as shown on the attached diagram labeled "Northeast Wharf Plaza," accessible and useable by the public prior to the Port issuing a certificate of occupancy; for the Pier 27-31 development.

   b. Construct the Northeast Waterfront Plaza/Park within 10 years;

   c. Remove a portion of the Pier 23 shed bayward of the connector building to create views within 15 years; and

d. Remove either Pier 17 or the deck and pilings that form the "valley" between Pier 17 and Pier 15 within 20 years.

6. If the "major reuse of Piers 30-32" development precedes the "major reuse of Piers 27-31" development, then, at the Port's discretion the time obligations for completing construction of the Northeast Waterfront Park/Plaza and the Brannan Street Wharf may be exchanged. In addition, to take advantage of unforeseen opportunities and with the mutual consent of the Port, BCDC and Save the Bay, other time performance obligations as shown in the attached Implementation Schedule may be modified.

7. Prepare, in consultation with BCDC and Save the Bay, milestones and associated target completion dates for the funding and removal of the piers identified to be removed in these principles, and the funding, design and construction of the Northeast Waterfront Park/Plaza and the Brannan Street Wharf. Prepare and present an annual report to the Port Commission and BCDC on the status of pier removal and park/plaza construction, including funding status.

BCDC will:

1. Amend the *San Francisco Waterfront Special Area Plan, Total Design Plan* and the *San Francisco Bay Plan* consistent with the amending language developed in these discussions.

2. State in the Special Area Plan amendments that uses that are consistent with the Public Trust Doctrine and the terms of Legislative trust grant are allowable on substantially repaired piers.

3. Include in the Special Area Plan amendments that state that the provisions of the Special Area Plan are: (a) to resolve long-standing ambiguity over the use of piers that pre-dated BCDC's creation; and (b) the provisions of the Special Area Plan consider the waterfront as a whole and that projects approved consistent with the provisions of the Special Area Plan are considered necessary for the health, safety and welfare of the public in the entire Bay Area.

4. At an early stage of the Port's consideration of a proposed development, if requested by the Port, BCDC will hold a public hearing to indicate to the Port whether or not BCDC concurs with the Port that the range of uses proposed in the development being considered by the Port are consistent with the Public Trust Doctrine and the terms of the Legislative trust grant. In reaching its conclusion, BCDC will forward the Port's request to the State Lands Commission for its review and advice. The advice of the State Lands Commission shall be the basis of BCDC's determination.

Save the Bay:

Concurs with the overall benefits of the above Principles of Agreement and will support changes to the Special Area Plan based on these principles.

Special Area Plan Amendment Schedule

Following is the proposed schedule for BCDC's and the Port's consideration and voting on proposed amendments to the *San Francisco Special Area Plan and the Waterfront Land Use Plan*:

EVENT	DATE
Joint BCDC/Port Commission Meeting to Receive Waterfront Committee Recommendations	May 9, 2000
BCDC Mails Proposed Special Area Plan Amendments	May 12, 2000
BCDC Chairman Reports at BCDC Meeting on Recommendations of Waterfront Committee	May 18, 2000
Joint BCDC/Port Hearing on Special Area Plan and Waterfront Land Use Plan Amendments	June 15, 2000
Possible Second Joint BCDC/Port Hearing on Special Area Plan and Waterfront Land use Plan Amendments	July 6, 2000
BCDC Vote on Special Area Plan Amendments Port Vote on Waterfront Land Use Plan Amendments	July 20, 2000

IMPLEMENTATION SCHEDULE[1]

Year	Public Access Fund Annual Payments	Cumulative Total	Expenditures: North of Ferry Building	Expenditures: South of Ferry Building
2000	0	0	BCDC/Port plans amended	BCDC/Port plans amended
2001	$1.5 mil	$0.5 mil		Pier 34 Removed *($1 million)* **Pier 30-32 project receives BCDC permit**[2]
2002	1.5 mil	1.0 mil	**Pier 27-31 project receives BCDC permit**[3]	Pier 24 Removed *($1 million)*
2003	1.5 mil	2.5 mil	Pier 27 shed removal & paving of plaza area	
2004	1.5 mil	4.0 mil		
2005	1.5 mil	3.5 mil		Pier 36 Removed *($2 million)*
2006	1.5 mil	5.0 mil		
2007	1.5 mil	6.5 mil		
2008	1.5 mil	8.0 mil		
2009	1.5 mil	9.5 mil		
2010	1.5 mil	11.0 mil		
2011	1.5 mil	12.5 mil		
2012	1.5 mil	4.0 mil	NE Wharf Plaza developed *($10 million)*	
2013	1.5 mil	5.5 mil		
2014	1.5 mil	7.0 mil		
2015	1.5 mil	8.5 mil		
2016	1.5 mil	10.0 mil		
2017	1.5 mil	10.5 mil	Pier 23 shed removed *($1 million)*	
2018	1.5 mil	12.0 mil		
2019	1.5 mil	13.5 mil		
2020	1.5 mil	15.0 mil		
2021	0	2.0 mil		Brannan St Wharf plaza developed *($13 million)*
2022	0	0	Pier 15-17 Valley removed *($2 million)*	

[1] Project cost estimates and Public Access Fund contributions are in current (2000) constant dollars. The implementation timeline is based on Port-only funding. The public plaza and pier removals may occur earlier if the Port receives outside funding.

[2] BCDC permit for Pier 30-32 triggers schedule for South of Ferry Building projects, as shown.

[3] BCDC permit for Pier 27-31 triggers schedule for North of Ferry Building projects, as shown.

Proposed

Northeast Wharf Plaza

April 27, 2000

PORT OF SAN FRANCISCO

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MEMORANDUM

May 3, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice-President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon: Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Adoption of Updated Rental Rate Schedule

DIRECTOR'S RECOMMENDATION: APPROVE RESOLUTION

BACKGROUND

On September 8, 1993, the Port Commission (Resolution No. 93-127, as amended by Resolution 93-135) delegated authority to the Executive Director to approve and execute leases on behalf of the Port, provided the terms of said leases met certain parameters (the Port's Leasing Policy.) These pre-approved parameters established minimum rental rates for different types of facilities and uses and set the following criteria, which constitute the approved Leasing Parameters:

1. The Lease is for an office building or bulkhead office space, open or enclosed pier shed space, paved or unpaved open space, or open pier or apron space but is not for a retail use;

2. Except for temporary uses (with terms not exceeding six (6) months), the use under the lease represents a like-kind use to the existing or the immediately prior use of the facility;

3. The lease is for space included in the current Rental Rate Schedule adopted by the Port Commission, and the lease rent conforms to this Rental Rate Schedule;

THIS PRINT COVERS CALENDAR ITEM NO. 4A

4. The tenant signs the Port's standard form lease (adopted by Resolution No. 93-127), with no changes except for minor changes approved by the City Attorney or changes in insurance requirements approved by the City Risk Manager;

5. The Lease term does not exceed five (5) years, except that leases of the Fisherman's Wharf Seafood Center at Pier 45 Sheds B and D may have a maximum lease term of ten (10) years (Port Resolution No. 94-122);

6. Rent credits given for tenant improvements do not bring the net effective rent over the term of the lease below the minimum rent parameters (except that rent credits allowed for paint and carpeting up to $5.00 per square foot for full service office buildings are considered "landlord's work" and are not included in calculating the net effective rent); and

7. The lease may include one month of free rent for construction prior to the commencement of rent.

Pursuant to the Port's Leasing Policy, the Port Commission has periodically approved Rental Rate Leasing Policy Schedules, which have set ranges of lease rental rates per square foot and ranges of net effective rental guidelines per square foot by type of use and facility. The Port Commission last adopted a Rental Rate Schedule in May 1998 by Resolution No. 98-34, which set rates for office and industrial space.

Since 1998, the rental market in San Francisco has improved dramatically, and therefore the Port's Feasibility Analyst with guidance from Port Real Estate staff conducted a survey to determine current market rental rates. This survey included an overall analysis of the rental market and a survey of rental comparable as it relates to the Port's properties. The findings of the survey were used to develop the proposed Updated Rental Rate Schedule, attached hereto as Exhibit A.

Regarding office uses, the proposed Lease Rental Rates indicated on the attached Rental Rate Schedule for office space generally represent increases of 10% to 107% as compared to the 1998 schedule. These increases reflect the dramatic improvement in the office rental market, plus the enhanced desirability of waterfront office properties. (It should be noted that the rents many tenants are currently paying are greater than the Lease Rental Rates stated in the 1998 Rental Rate Schedule).

Regarding industrial uses, the proposed Lease Rental Rates indicated on the attached Rental Rate schedule for shed spaces generally represent increases of 8% to 15% for the Northeast Waterfront, South Beach/China Basin and the Southern Waterfront. The proposed Lease Rental Rates for industrial land and open pier space increased by approximately 20%.

RECOMMENDATIONS

Port staff proposes to amend the current rental rate schedule for office and industrial space to reflect the rental rates as derived in the aforementioned market survey.

The Commission approved Rental Rate Schedule presents two sets of rent rate ranges. The first, entitled Minimum Initial Lease Rental Rates, presents the rent range for the first year of the lease. The second, entitled Minimum Net Effective Rental Rates, presents the net effective rent calculated and applied over the lease term. This provides for the application of rent credits and/or the amortization of Port approved improvements to be constructed by the tenant. The proposed rental rates are outlined in Exhibit A attached.

With the adoption of this amendment to the Rental Rate Schedule, Port staff will be authorized to enter into leases without specific Port Commission approval of each lease provided that the lease conforms to all the pre-approved Leasing Parameters including the rental rates outlined above. Port staff would not be authorized to enter into leases at rental rates below those shown above without specific authorization from the Port Commission. This authorization would be conditioned upon Port staff providing the Commission within thirty days following each calendar month a summary of leases entered into during that month.

Prepared by: Mark W. Lozovoy, Principal Real Estate Manager

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-35

WHEREAS, by Resolution No. 93-127, adopted September 8, 1993, and as amended by Resolution 93-135, this Commission authorized the Executive Director to approve and execute leases that conform to all of the Leasing Parameters set forth in Resolutions No. 93-127 and 93-135; and

WHEREAS, said Leasing Parameters provide that leases so approved and executed shall have rents that conform to the Rental Rate Schedule adopted and amended periodically by the Port Commission; and

WHEREAS, Port staff has conducted a comprehensive survey of current office and industrial rental markets and has prepared and recommended an updated Rental Rate Schedule attached hereto as Exhibit A; and

WHEREAS, based on the rental rates contained in the survey, Port staff recommends an amendment to the Rental Rate Schedule, which would set rental rates for office and industrial space as outlined in this Agenda Summary; now therefore be it

RESOLVED, that the Port Commission hereby approves and adopts the Amendment to Rental Rate Schedule, outlined in this Agenda Summary; and be it further

RESOLVED, that Port staff shall provide to the Commission within thirty days following each calendar month a summary of leases entered into and subleases or assignments consented to during that month.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 9, 2000.

_____
Secretary

EXHIBIT A
RENTAL RATE SCHEDULE

TYPE OF USE & TYPE OF LEASE	CLASS & LOCATION OF FACILITY/SPACE	MINIMUM INITIAL LEASE RENTAL RATES Monthly Per Sq. Ft.	MINIMUM NET EFFECTIVE RENTAL RATES Monthly Per Sq. Ft.*
OFFICE SPACE USES:			
FULL SERVICE GROSS LEASES:	CLASS B		
	Roundhouse Plaza	$3.40 - 3.75	$3.32 - 3.50
	CLASS C		
	Agriculture Building	$2.25 - 3.00	$2.17 - 2.75
	401 T. Francois	$1.75 - 2.50	$1.67 - 2.25
NET LEASES:	CLASS A – Pier 5	$4.00 - 4.50	$3.83 - 4.00
	CLASS B		
	Pier 9 & Bulkhead Building	$2.80 - 3.75	$2.63 - 3.25
	Pier 26 Annex	$4.00 - 4.50	$3.83 - 4.00
	CLASS C		
	Piers 1-19 & Bulkhead Bldgs.	$2.25 - 3.00	$2.17 - 2.75
	Pier 27 Annex	$2.25 - 3.00	$2.17 - 2.75
	Pier 29 Annex	$2.00 - 2.50	$1.83 - 2.25
	Pier 33-35 Bulkhead Bldgs.	$2.75 - 3.50	$2.58 - 3.00
	SWL 303	$2.75 - 3.00	$2.67 - 2.75
	Piers 26-28 Bulkhead Bldgs.	$1.50 - 2.00	$1.42 - 1.75
	Piers 48-50	$1.45 - 1.75	$1.37 - 1.50
	501 Cesar Chavez	$1.45 - 1.60	$1.37 - 1.50
INDUSTRIAL SHED USES:**			
INDUSTRIAL GROSS LEASES:	NORTHEAST WATERFRONT		
	Pier 9 – 35	$0.48 - 0.67	$0.48 - 0.61
	SOUTH BEACH/CHINA BASIN		
	Piers 26 - 28	$0.45 - 0.64	$0.45 - 0.58
	Piers 48 – 50	$0.42 - 0.61	$0.42 - 0.55

TYPE OF USE & TYPE OF LEASE	CLASS & LOCATION OF FACILITY/SPACE	MINIMUM INITIAL LEASE RENTAL RATES Monthly Per Sq. Ft.	MINIMUM NET EFFECTIVE RENTAL RATES Monthly Per Sq. Ft.*
	SOUTHERN WATERFRONT		
	SWLs 343 & 354	$0.45 - 0.55	$0.45 - 0.55
	Pier 80	$0.45 - 0.55	$0.45 - 0.55
	Pier 92 & SWLs 344 & 349	$0.26 - 0.51	$0.26 - 0.51
OPEN LAND AND PIER SPACE USES:			
INDUSTRIAL GROSS LEASES:	NORTHEAST WATERFRONT	$0.18 - 0.25	$0.18 - 0.25
	SOUTH BEACH/CHINA BEACH	$0.18 - 0.25	$0.18 - 0.25
	SOUTHERN WATERFRONT	$0.12 - 0.20	$0.12 - 0.20
FISHING INDUSTRY USES:			
INDUSTRIAL GROSS LEASES:	FISH WHOLESALING & PROCESSING SPACE		
	Pier 45 Sheds	$0.51 - 0.53	$0.49 - 0.51
	Fish Alley Sheds	$0.51 - 0.53	$0.49 - 0.51
	Piers 28 & 33	$0.46 - 0.48	$0.44 - 0.46
	699 Illinois	$0.51 - 0.61	$0.51 - 0.61
	Aprons	$0.16 - 0.21	$0.16 - 0.20
LICENSES:	FISHING GEAR STORAGE	$0.12	$0.12

* Minimum Net Effective Rents after possible rent credits or allowances for needed tenant improvements to be made by tenants. These Minimum Net Effective Rates include paint and carpet and other improvements typically made by landlords. These Minimum Net Effective Rents exclude any leasing commissions due real estate brokers pursuant to the Port's Policy for Payment of Brokers' Commissions.

** Some industrial shed spaces include extensive tenant improvements, such as walls, utilities, and ancillary offices, which increase the rental value of these particular spaces. For such spaces not used by the fishing industry, the initial lease rent ranges should be increased by $0.10 – 0.40 monthly per sq. ft.

PORT OF SAN FRANCISCO

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MEMORANDUM

May 3, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Michael Hardeman
Hon. Pius Lee
Hon. Denise McCarthy

FROM: Douglas Wong
Executive Director

SUBJECT: APPROVAL OF THE COMPANIA SUD AMERICANA DE VAPORES, S.A. (CSAV) 5-YEAR MARINE TERMINAL AGREEMENT

DIRECTOR'S RECOMMENDATION: APPROVE THE 5-YEAR MARINE TERMINAL AGREEMENT WITH **COMPANIA SUD AMERICANA DE VAPORES, S.A. (CSAV)**. AT PIER 80

The Port has concluded negotiations for a five-year Marine Terminal Agreement with Compania Sud Americana de Vapores, S.A. (CSAV) for use of Pier 80. CSAV has started a new service from Asia to Vancouver BC, San Francisco (the only U.S. West Coast port of call) and then down to Mexico, Panama Canal to the Caribbean, U.S. East Coast and back out to Asia. Their vessels will make a bi-weekly call with their first vessel call on May 12, 2000. In the future they will also call San Francisco on inducement for another CSAV service from South America up the U.S. West Coast. CSAV is a past customer of the Port. They called at Pier 96 and 80 as part of the Serpac Group serving Latin American. They pulled out of the Serpac Group in 1998 and have not served the Bay Area over the past two years. The agreement includes the following terms:

Material provisions of the agreement include the following: (i) five year term, commencing May 1, 2000 with the ability of either party to terminate as of each April 30; (ii) reduced wharfage and dockage rates based on the total annual volume; (iii) nomination of Pier 80 as their regular published Bay Area port of call.

If Marine Terminals Corp. ceases operations at Pier 80, the Agreement also allows termination by either Port or Carrier if they are unable to reach agreement with a new management contractor.

THIS PRINT COVERS CALENDAR ITEM NO. 5A

The Agreement contains an indemnity where CSAV agrees to indemnify Port and City for claims resulting from its acts or omissions at the facility. The Port's standard exculpation clause, under which the Carrier waives all claims against Port and City including claims due to Port on City's negligence, has been deleted from this Agreement pursuant to CSAV request. In addition, it includes an indemnity to Polynesia Lines from Port and City against claims caused by Port or City's negligence. As required by the city charter this indemnity has been approved by the City Risk Manager.

Estimated annual revenue for the CSAV agreement is approximately $500,000 from wharfage, dockage, and crane rental, which is to be shared with MTC per our management agreement with them.

A copy of the agreement is on file with the Commission Secretary.

Prepared by: Peter A. Dailey, Director Maritime Services

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. **00-36**

WHEREAS, Compania Sud Americana de Vapores, S.A. (CSAV) desires to enter into a Marine Terminal Agreement with the Port, for use of Port's marine terminal facilities; and

WHEREAS, said Agreement grants Compania Sud Americana de Vapores, S.A. (CSAV) reduced dockage and wharfage charges for the utilization of Pier 80 as their regularly scheduled Northern California port of call; now, therefore, be it

RESOLVED, that the San Francisco Port Commission approves the Marine Terminal Agreement with Compania Sud Americana de Vapores, S.A. (CSAV), in substantially the form of which is on file with the Secretary of the Port Commission for this agenda item; and be it further

RESOLVED, that the Port Commission authorizes the Executive Director (i) to enter into the Agreement, (ii) to make any necessary refinements to the Agreement as are approved by the City Attorney; (iii) to file the Agreement with the Federal Maritime Commission; and (iv) to take all such further actions as are necessary to put the Agreement into effect.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 9, 2000.

_____

Secretary

CITY AND COUNTY OF SAN FRANCISCO

Willie L. Brown, Jr., Mayor

MARINE TERMINAL AGREEMENT

BETWEEN

Compania Sud Americana de Vapores, S.A. (CSAV)

AND

THE CITY AND COUNTY OF SAN FRANCISCO,

A MUNICIPAL CORPORATION, ACTING BY AND THROUGH

THE SAN FRANCISCO PORT COMMISSION

DATED

May 1, 2000

SAN FRANCISCO PORT COMMISSION

KIMBERLY BRANDON, PRESIDENT
BRIAN McWILLIAMS, VICE PRESIDENT
MIKE HARDEMAN, COMMISSIONER
PIUS LEE, COMMISSIONER
DENISE McCARTHY, COMMISSIONER

DOUGLAS WONG
EXECUTIVE DIRECTOR

MARINE TERMINAL AGREEMENT

This non-exclusive Marine Terminal Agreement (the "Agreement") is entered into as of this first day of May 1, 2000 by and between the City and County of San Francisco, a municipal corporation ("City"), acting by and through the San Francisco Port Commission ("Port") and Compania Sud Americana de Vapores, S.A. (CSAV), a Chilean Corporation ("Carrier")

WITNESSETH

WHEREAS, City owns certain property located in the City and County of San Francisco pursuant to an act of the legislature of the State of California commonly known as the "Burton Act" (Statutes 1968, Chapter 1333); and

WHEREAS, Pursuant to the Burton Act and the City's Charter, Port exercises jurisdiction and control over said property; and

WHEREAS, Carrier wishes to use a portion of said property which has been improved with a marine terminal for the purpose of moving waterborne cargo through the Port; and

WHEREAS, Port desires to have Carrier use the property for said uses, with said uses being consistent with the public trusts upon which the property is held;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Port and Carrier agree as follows:

ARTICLE I. CARRIER'S TERMINAL RIGHTS

Section 1.01 Right to Use Facilities

Carrier shall have a non-exclusive right to use Pier 80, located at the Port of San Francisco in the City and County of San Francisco (the "Facilities") for the purposes set forth in Article III of this Agreement.

Section 1.02 Right to Transfer

If during the Term Port decides to move the location of its marine terminal to another location on Port property, Port shall give Carrier sixty (60) days prior written notice ("60-day Notice") of its decision. Carrier shall notify Port within thirty (30) days after receipt of Port's 60-day Notice, stating its decision to move to such alternative location, or its intent to terminate this Agreement. If Carrier decides to move to the alternate location, such transfer shall be embodied in an amendment to this Agreement, which shall not be effective until filed with the Federal Maritime Commission. If Carrier decides to terminate the Agreement, such termination shall be effective upon the sixtieth (60th) day after Port's 60-day Notice.

It is further understood that if Carrier agrees to move to the alternate Port location, and if the transfer involves a different terminal operator than the operator listed in section 5.01 under this Agreement, Carrier's notice may be conditional upon negotiating new terminal services arrangements with the new terminal operator. Carrier shall use its best efforts in good faith to negotiate new terminal services arrangements with the terminal operator at the new facility. If Carrier after such best efforts is reasonably unable to complete such terminal service arrangements, Carrier may terminate this Agreement on no less than thirty (30) days' prior written notice to the Port. If Carrier is unable to conclude a new agreement prior to the expiration of Port's 60-day Notice, Port shall allow Carrier a reasonable extension of time to conclude its negotiations; provided, however, Port shall not be required to make the original marine terminal available to Carrier after the expiration of Port's 60-day Notice.

Carrier's failure to give notice as provided herein shall be deemed to be an acceptance of the new marine terminal location.

ARTICLE II. TERM

Section 2.01 Commencement of Term

The term of this Agreement shall commence on the first day of the month immediately following the occurrence of all of the following events (the "Commencement Date"):

(a) The filing of this Agreement with the Federal Maritime Commission, and

(b) Approval of this Agreement by the San Francisco Port Commission.

Port will notify Carrier of the Commencement Date in writing when all of the approvals set forth above have been obtained, however failure to do so shall not affect the validity of this Agreement.

Section 2.02 Term Termination

This Agreement shall terminate five years from the Commencement Date, unless terminated earlier as provided for herein.

ARTICLE III. USE OF THE FACILITIES

Section 3.01 Permitted Uses

Carrier shall use the Facilities as its published regularly scheduled Northern California port of call for its service between the U.S. West Coast and Asia, Central and South America and for the berthing of Carrier's vessels and the loading and discharging of cargoes therefrom and operations ancillary thereto, and for no other purposes.

ARTICLE IV. COMPENSATION

Section 4.01 When Tariff Provisions Apply

Except as expressly set forth in Section 4.02 below, the provisions of San Francisco Port Commission Tariff No. 4, publishing rules and regulations and rates and charges for wharfinger services at property used as marine terminals at the Port of San Francisco, and amendments and subsequent reissues thereof (collectively, "Tariff"), shall apply to Carrier's use of the Facilities pursuant to this Agreement. Carrier agrees to be bound by and comply with the provisions of the Tariff.

Section 4.02 Fees for Use

As consideration to Carrier for the use of the Facilities as Carrier's regularly scheduled Northern California port of call, the following provisions shall govern the amount of dockage and wharfage due to Port from Carrier as a result of Carrier's use of the Facilities.

(a) Dockage:

Carrier shall pay 50% of the applicable tariff for dockage charges, which would otherwise be due to Port pursuant to the provisions of the Tariff.

(b) Wharfage/Full Containers:

Wharfage on full containers shall be paid by Carrier according to the following schedule, based on annual throughput volume per twelve-month Contract Year (as hereinafter defined) of this Agreement:

Wharfage Rate - Full Containers

$45.00 per Unit for general cargo
$35.00 per Unit for cargo originating from or going to an East Bay Area destination
$25.00 per Unit for cargo delivered to a rail ramp in Oakland or Richmond

Documentation showing an East Bay Area destination or delivery to a rail ramp must be provided to the Management Contractor at Pier 80 no later than 15 days from the vessel departure date.

(c) Wharfage on empty containers will be $0.00

(d) Wharfage/Breakbulk:

Breakbulk – General	$ 3.09 R/T
Breakbulk – Project Cargo	2.40 per 1000 Kgs

For the purposes of this section, a "Contract Year" shall commence on each May 1 and shall end on April 30 of the following year. Notwithstanding the Commencement Date, the first Contract Year of this Agreement shall be from May 1, 2000 to April 30, 2001.

Section 4.03 Rate Adjustments

Rates stated in Section 4.02 will be subject to adjustment at the same percentage and at the same time as those authorized by the California Association of Port Authorities for the Port's Tariff No. 4.

Section 4.04 Calculation of Initial Fees

Within ninety days after the Commencement Date, Port and Carrier shall mutually determine the fees due the Port under Section 4.02 above, calculated as if this Agreement had commenced on May 1,2000. Any amount that Carrier paid Port that exceeds the amount that would have been charged under the preceding sentence will be refunded to Carrier after the Commencement Date.

ARTICLE V. MANAGEMENT OF FACILITIES

Section 5.01 Management Agreement

Carrier acknowledges and agrees that as of the Commencement Date, the responsibility of managing the Facilities has been assigned by Port to Marine Terminals Corp. (MTC) pursuant to that certain Management Agreement between MTC and Port dated December 1997.

ARTICLE VI. TERMINATION

Section 6.01 Termination by Governmental Action

In the event the United States of America or the State of California, or any other governmental authority, shall, by condemnation or otherwise, take title, possession or the right to possession of the Facilities, or any part thereof, Port may, at its option, and, if the taking has substantially impaired Carrier's use of the Facilities, Carrier may, at its option, terminate this Agreement as of the date of such taking, and all further obligations of the parties shall end, except as to liabilities which shall have accrued prior to the date of taking.

Section 6.02 Termination by Judicial Action

In the event any court having jurisdiction over the subject matter of this Agreement shall render a decision which has become final and which will prevent the performance by Carrier or Port of their obligations hereunder, then either party may terminate this Agreement upon thirty (30) days written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate.

Section 6.03 Right of Termination

Carrier shall have the right to terminate this Agreement without penalty effective on May 1, 2001 and on each May 1st thereafter throughout the Term (each "Termination Date"). Carrier must exercise such termination right by delivering written notice of termination to Port at least sixty (60) days prior to the applicable Termination Date upon which Carrier desires to terminate. In the event Carrier fails to give timely notice, Carrier may not terminate this agreement until the following Termination Date with proper notice as set forth herein.

Section 6.04 Termination by Resignation of Terminal Contractor

In the event Management Contractor, as defined in Section 5.01, gives Port notice of its intention to cease operations at the Port, Port shall notify Carrier of such notice within ten (10) days. Port shall make its best effort to negotiate an agreement with a new management contractor. In the event Port is unable to successfully conclude such an agreement within sixty (60) days after receiving such notice from Management Contractor, the Port may, at its option, terminate this Agreement upon ninety (90) days prior written notice to Carrier, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrue prior to the effective date of termination) shall thereupon terminate.

It is further understood that if in such event a new management contractor is appointed other than defined in Section 5.01 under this agreement, Carrier shall use its best efforts in good faith to negotiate new terminal services arrangements with the new management contractor and if Carrier after such best efforts is reasonably unable to complete such terminal services arrangements, Carrier may terminate this Agreement on not less than sixty (60) days prior written notice to the Port.

Section 6.05 Termination in event of change in Carrier service

The Parties agree that in the event that Carrier enters into a Federal Maritime Commission-filed space sharing agreement with another carrier or carriers that do not have contract(s) in San Francisco then carrier will be relieved of further obligations under this Agreement without penalty effective with sixty (60) days notice.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.01 Taxes

A possessory interest subject to property taxation may be created by this Agreement, and it is understood by the Carrier and the Port that the Port of San Francisco will be responsible for the payment of property taxes levied on such possessory interest. The Carrier will not be billed by the Port or be responsible for payment of the possessory interest. Carrier agrees to provide to Port all information requested by Port for tax purposes, including but not limited to the information described in California Revenue and Taxation Code Section 480.5.

Section 7.02 Books and Records

Carrier shall keep full and accurate books, records and accounts relating to all its operations upon the Facilities, including without limitation, the tonnage of revenue cargo handled, vessel occupancy of the berths and containers handled. Port shall have the right and privilege through its representatives and at all reasonable times to inspect such books, records and accounts. If such books, records and accounts are not kept and maintained within a 25-mile radius of the City and County of San Francisco, Carrier shall make such books, records and accounts available for inspection within said 25-mile radius.

Section 7.03 Nondiscrimination

In the performance of this Agreement, Carrier covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Carrier, in any of Carrier's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Carrier. The provisions of Chapter 12C of the San Francisco Administrative Code, relating to nondiscrimination by parties contracting with the City and County of San Francisco, are incorporated herein by this reference and made a part hereof as though fully set forth herein. Carrier agrees to comply with all provisions of Chapter 12C of the San Francisco Administrative Code which apply to Carrier's use of the Facilities pursuant to this Agreement.

Section 7.04 Hazardous Materials, Etc.

In addition to provisions in the Tariff governing discharge of oil upon navigable waters (Item 113) and explosives and other hazardous and dangerous cargo (Item 117), Carrier will comply with the labeling, packaging, storage and documentation requirements for hazardous materials contained in Title 49, Code of Federal Regulations Parts 100-195, United States Department of Transportation Regulations and the marine pollution regulations contained in Title 33, Code of Federal Regulations Parts 151-157, Navigation and Navigable Waters. The references to certain laws and regulations set forth above shall apply to any modification, re-issues or amendments to said laws or regulations. In addition, Carrier will report immediately all accidents involving spills of corrosives, explosives or other flammable or dangerous cargoes to the appropriate federal, state, local and Port authorities. As used in this Agreement, " hazardous materials" shall mean any substance, waste or material which has been determined by any state, federal or local government authority to be a hazardous or toxic substance or material including without limitation, any hazardous substance as defined in Section 101 (14) of CERCLA (42 USC Section 9601 (14)) or Section 25281 or 25316 of the California Health and Safety Code, and any hazardous material as defined in Section 25501 of the California Health and Safety Code, and any additional substances or materials which at such time are classified or considered to be hazardous or toxic under any federal, state or local law, regulation or other exercise of governmental authority. If the presence of any hazardous material on the Facilities caused or permitted by Carrier results in any contamination of the Facilities, Carrier,

at its sole expense, shall promptly take all action that is necessary to return the Facilities to the condition existing prior to the introduction of such hazardous material onto the Facilities; provided that Port approval of such actions shall first be obtained, which approval shall not unreasonably withheld as long as such actions could not potentially have any material adverse effect upon the Facilities. Carrier's obligations hereunder shall survive the termination of this Agreement.

Section 7.05 Exculpation and Indemnity

(a) Exculpation. Except as otherwise provided in this agreement, Carrier, as a material part of the consideration to be rendered to Port, hereby waives any and all claims against the City and Port, and their officers, agents and employees, and agrees to hold Port and City and their officers, agents and employees harmless from any claims for damages to goods, wares, goodwill, merchandise, equipment or business opportunities and by persons in, upon or about said Facility for any cause arising at any time, including all claims arising from the joint or concurrent negligence of Port or City, or their officers, agents, or employees, but excluding any intentionally harmful acts committed solely by Port or City.

(b) General Indemnity. Carrier agrees to indemnify, hold harmless and defend, the City and Port and their officers, agents and employees, against any and all claims, judgments, losses, costs, damages, penalties, fines or liabilities of whatever kind (collectively "Claims") arising in any manner out of any injury to or death of any person or damage to or destruction of any property occurring in, on, under or about the Facilities, or any part thereof, whether to the person or property of Carrier, its employees, agents, consultants, contractors, or subcontractors (collectively "Agents"), or third persons, resulting from any use or activity of Carrier or its Agents under this Agreement, (ii) any failure by Carrier to faithfully observe or perform any of the terms, covenants or conditions of this Agreement, or (iii) the use of the Facilities or any activities conducted thereon under this Agreement by Carrier or its Agents; except only to the extent of Claims resulting directly from the negligence or willful misconduct of the City or Port or eithers' authorized representative.

(c) Toxics Indemnity. Carrier agrees to indemnify, hold harmless and defend the City and Port and their officers, agents and employees, from and against any and all claims, demands, actions, causes of actions or suit (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, diminution in value of the facilities, engineering consultant and attorneys fees of every kind, nature and description, (collectively "Toxics Claims") resulting from any Release of a Hazardous Material caused by or allowed by Carrier or its agents whether or not the Hazardous Materials at the Facilities were present prior to execution of this Agreement; (ii) any requirement of a regulatory agency for investigation or remediation of any Hazardous Materials at the Facilities arising out of or in connection with the activities under this Agreement; or (iii) any breach of or failure to duly perform or observe any term, covenant or agreement in this Agreement to be performed or observed by Carrier, including but not limited to, any violation of any Environmental Law; except only to the extent of Toxic Claims resulting directly from the negligence or willful misconduct of City or Port or either's authorized representative. "Environmental Laws" means present or future any federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage) or to health and safety, industrial hygiene or environmental conditions in, on, under or about the Permit Area, including, without limitation, soil, air, bay water and groundwater conditions.

(d) The indemnity obligations in paragraph 7.05 (b) and (c) shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by the indemnified party from the first notice that any Claim or Toxics Claim is or may be made. The provisions of this paragraph shall survive termination of this Agreement.

(e) As approved by the City's Risk Manager – Port and City agree to indemnify, defend and hold Carrier, its vessels, owners or agents harmless from and against any and all losses, expenses, claims, actions or liabilities to the extent the same is caused by the negligence or willful misconduct of Port or City.

(f) In addition to Carrier's obligation to indemnify and hold harmless the City and Port, Carrier specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and Port from any Claim or Toxics Claim which actually or potentially falls within the indemnification provisions of paragraph 7(b) or 7(c), even if the allegations are or may be groundless, false or fraudulent. Carrier's obligations to defend shall arise at the time such Claim or Toxics Claim is tendered to Permittee by City or Port and shall continue at all times thereafter.

Section 7.06 Compliance with Laws.

Carrier, at Carrier's expense, shall comply with all laws, ordinances, judicial decisions, orders and regulations of federal, state, county and municipal governments and the departments, courts, commissions, boards and officers thereof pertaining to Carrier's use of the Facilities in effect either at the Commencement Date or at any time during the term.

Section 7.07 Notices

Any notice, demand or request provided for or permitted to be given pursuant to this Agreement must be in writing and shall be given or served by personal delivery or sent prepaid by either: (a) first-class mail; (b) certified mail with return receipt requested; or (c) overnight delivery service.

Notices shall be addressed as follows:

To Port: Executive Director
Port of San Francisco
Ferry Building, Suite 3100
San Francisco, CA 94111

To Carrier: Gerardo A. Guzman
Operations Vice-President
Chilean Line, Inc.
99 Wood Avenue South – 9th Floor
Iselin, NJ 08830

Section 7.08 Waiver.

No waiver by either party at any time of any of the terms, conditions, covenants or provisions of this Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or provisions herein contained nor of the strict and prompt performance thereof by the party obligated to perform.

Section 7.09 Applicable Law

This Agreement shall be governed by the laws of the State of California.

Section 7.10 Severability

Should any of the covenants, terms, conditions or provisions set forth in this Agreement be held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.11 Amendments

Neither this Agreement nor any of the terms or conditions hereof may be amended, modified or waived, except by an instrument in writing signed by both Carrier and Port and filed with the Federal Maritime Commission.

Section 7.12 Assignment

Carrier may not assign, convey, encumber, or otherwise transfer (collectively "Transfer") this Agreement without the prior written consent of Port, not to be unreasonably withheld. Notwithstanding the foregoing, the term "Transfer" shall not include any partnership, corporation or other entity which controls, is controlled by, or is under common control with Carrier or Carrier's parent (control being defined for such purposes as ownership of at least 50% of the equity interests in, or the power to direct the management of, the relevant entity) or to any partnership, corporation or other entity resulting from a merger or consolidation with Carrier or Carrier's parent, or to any person or entity which acquires substantially all the assets of Carrier as a going concern (collectively, an "Affiliate"), provided that (i) Port receives prior written notice of an assignment, (ii) the Affiliate has proven experience in the operation of the uses contemplated by this Agreement, (iii) the Affiliate remains an Affiliate for the duration of the balance of the term in the event of an assignment, (iv) the Affiliate assumes (in the event of an assignment) in writing all of Carrier's obligations under this Agreement, and (v) Port receives a fully executed copy of an assignment agreement between Carrier and the Affiliate.

Section 7.13 Successors

Subject to the provisions of Section 7.12 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Port and Carrier.

Section 7.14 MacBride Principles-Northern Ireland.

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

Section 7.15 Tropical Hardwood Ban.

The City and County of San Francisco urges Carrier not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical hardwood product or virgin redwood or virgin redwood product.

Section 7.16 Tobacco Products Advertising Ban. Carrier acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or non-profit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

//

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

PORT

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting
by and through the SAN FRANCISCO
PORT COMMISSION

By:_____
Name: Douglas Wong
Title: Executive Director

Date Executed:_____

CARRIER:

Compania Sud Americana de Vapores, S.A.
(CSAV), a Chilean Corporation

By: _____
Name:
Title:

Date Executed: _____

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By:_____
Deputy City Attorney

I have read and understood paragraph 7.14 the City's statement urging companies doing business in Northern Ireland to more towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

PORT COMMISSION RESOLUTION

No.
By:_____
Secretary
PORT COMMISSION

FMC No._____

PORT OF SAN FRANCISCO

Ferry Building
San Francisco, CA 94111
Telephone 415 274 0400
Fax 415 274 0528
www.sfport.com

MEMORANDUM

May 5, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Approval of amendments to Port Tariff No. 4 related to embarking or disembarking at Ferry Terminals, mooring at any wharf, dock or landing, and rules governing speed of vessels within China Basin, and recommending amendments to Section 1612 of the Police Code regarding penalties for non-compliance with orders of the Port Commission.

Director's recommendation: Approve Tariff and Police Code Amendments.

With the opening of the China Basin Ferry Terminal located at Pacific Bell Park, the Giants and the Port are concerned with regulating activities on and around the ferry terminal and the waters of the China Basin area to protect safety, welfare and expedite operation of the ferry service. In particular there are safety and operational issues arising from vessel operators embarking or disembarking persons onto the ferry landing or vessel operators that might moor on or directly adjacent to the ferry terminal without permission from the Port. This activity creates liability exposure and interferes with the scheduled arrivals of ferry passengers. There is also a concern relating to vessels operating under excessive speed and exhibiting negligent maneuvers through out the China Basin area. This behavior not only generates hazardous conditions for ferry service operations but also endangers mariners navigating in the area.

The proposed amendments to the Port Tariff and the San Francisco Police Code set forth in the attached resolution. The Tariff items address the following:

1. ITEM 133 Embarking or Disembarking Persons at Ferry Terminals without consent of the Executive Director

2. ITEM 134 Mooring at any Wharf ,Dock or Landing without the consent of the Executive Director

3. ITEM 158 Rule Governing Speed of Vessels within China Basin

Currently under the Police Code, Article 23, Regulation for Port Area, Section 1612, Noncompliance with Orders of the Commission as Misdemeanor imposes only criminal penalties for violations of Port rules governing regulation of the harbor or vessels. The proposed amendment will allow such violations to also be charged as civil infractions. Violations charged as an infraction may be punishable for the first offense by a fine of not less than $50 nor more than $100 and for a second and each additional offense by a fine of not less than $150 nor more than $250. By adding the infraction provision and setting fines, the Police Department will have more flexibility to facilitate enforcement of the Tariff regulations. Violations can still be determined at the decision of the District Attorney to be misdemeanors. Because the Police Code provides for misdemeanor penalties and fines for infractions, authorizing legislation by the Board of Supervisors will be necessary to implement the Police Code section. Upon approval by the Port Commission, the Police Code amendment will be sent to the Board of Supervisors for approval by Ordinance. The District Attorney's office has also reviewed these amendments.

With these amendments in place, appropriate signs will be posted in and around the China Basin Ferry Terminal to notice the public of these regulations and the authority of the San Francisco Police Department to cite violators. It is the Port staff's recommendation that these provisions will improve the safety and navigation of not only the ferry operations but of the overall vessel traffic in the China Basin area. This will be achieved by clearly designating the ferry landing for authorized use only and by regulating the speed at which vessels operate to diminish the incidents of wake and collision damage.

Prepared by: John Davey
Maritime Operations Manager

PORT COMMISSION
CITY & COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-37

WHEREAS, The Port Commission of San Francisco (the "Commission") has the power and obligation pursuant to the City Charter Section B3.581 and the Burton Act to use, conduct, operate, maintain, regulate and control the Port Area of San Francisco; and

WHEREAS, The Port Commission desires to amend Tariff No. 4, Rule no.34, Section 1 General Rules and Regulations, setting forth items governing conduct within the Port areas; and

WHEREAS, Safe, controlled, and unobstructed access to Ferry terminals at the Downtown and China Basin Ferry terminals is of vital importance to the Port's passenger ferry operations; and

WHEREAS, Port staff has assessed the vessel operations at the ferry terminals and recommends that no embarking or disembarking of persons be allowed without prior consent of the Port and that no mooring of vessels on or immediately in front of the ferry terminals be allowed without prior consent of the Port; and

WHEREAS, Port Staff has assessed the vessel traffic at the China Basin Ferry Terminal and recommends that no person is to navigate the waters of China Basin at a speed greater than five nautical miles per hour (5 knots); and

WHEREAS, The San Francisco Police Code article 23 section 1612 states that noncompliance with orders of the Commission is a misdemeanor; and

WHEREAS, In order to allow the San Francisco Police Department the flexibility to enforce the rules of Tariff No.4, the Port Commission recommends that violations should be chargeable as either a misdemeanor or an infraction with monetary fines; and

WHEREAS, Board of Supervisors approval is necessary to amend the San Francisco Police Code Article 23, Section 1612 to allow violations to be charged as an infraction with punishment being a monetary fine; now, therefore be it

RESOLVED, That Port Tariff No. 4, Rule No.34, Section 1 General Rules and Regulations be amended to include the following:

San Francisco Port Tariff No.4
Rule 34
Section 1 General Rules and Regulations

Item 133 Embarking or Disembarking Persons at Ferry Terminals without Consent of the Executive Director

It shall be unlawful for any vessel to land at the Downtown Ferry Terminals or the China Basin Ferry Terminals for the purpose of embarking or disembarking persons at these facilities without the prior consent of the Executive Director.

Item 134 Mooring at any Wharf, Dock or Landing without the consent of the Executive Director

It shall be unlawful for any person to make any vessel fast, or to cause or permit any vessel to be made fast, to any wharf, dock or landing, or to cause or permit any vessel to remain fastened to any wharf, dock or landing, or to be or remain moored immediately in front thereof, without the consent of the Executive Director. It shall be unlawful for any vessel to remain fastened to any wharf, dock or landing, or to remain moored immediately in front thereof, after the consent to so remain fastened or moored has been revoked or withdrawn by the Executive Director.

Any vessel made fast to or moored in front of any wharf, dock or landing, or remaining fastened to moored in front of any wharf, dock or landing, in violation of this Item, shall be guilty of a misdemeanor or an infraction and further shall be subject to removal by or at the order of the Executive Director and at the expense of such vessel, and its agent or owner, to such other place as the Executive Director may direct.

Item 158 Rule governing Speed of Vessels within China Basin

(a) It shall be unlawful for any person to navigate any vessel within any portion of the navigable waters of China Basin at a speed greater than five nautical miles per hour. For the purposes of this rule, China Basin refers to the waters bounded by the imaginary line drawn from the northeast corner of Pier 48 to the breakwater of the South Beach Yacht Harbor, continuing westward to the Third Street (Lefty O'Doul) Bridge.

(b) Notwithstanding any rule or regulation contained herein with respect to speed of vessels, it shall be unlawful for any person to operate any vessel in a reckless or negligent manner, or in any manner so as to endanger any other vessel, mooring facility, or the life, limb or property of any person.

and, be it further

RESOLVED, That the Port Commission recommends and requests that the Board of Supervisors amend the San Francisco Police Code Article 23, Regulation for Port Area, Section 1612 Penalties, read as follows:

ARTICLE 23 REGULATION FOR PORT AREA

SEC. 1612. NONCOMPLIANCE WITH ORDERS OF COMMISSION AS MISDEMEANOR **[OR INFRACTION.**

Sec. 16.12 Penalties.] ~~{.~~
~~}~~ Every master, agent, or owner of any vessel, who does not obey the lawful orders or directions of the Commission in any matter pertaining to the regulations of the harbor, or the removal or stationing of any vessel~~{, is}~~ **[shall be deemed]** guilty of a misdemeanor **[or an infraction. The complaint charging such violation shall specify whether the violation is a misdemeanor or infraction, which decision shall be that of the District Attorney; provided, however, that whenever a person has been arrested and incarcerated based solely on the violation or violations of this Code, he or she shall retain the right at the time of arraignment or plea to object to the offense being made an infraction, in which event the complaint shall be amended to charge the misdemeanor and the case shall proceed on the misdemeanor complaint.**

Upon convictions of a violation charged as an infraction, the person so convicted shall be punished for the first offense by a fine of not less than $50 nor more than $100, and for a second and each additional offense by a fine of not less than $150 nor more than $250.

Upon conviction of a violation charged as a misdemeanor, the person so convicted shall be punished by a fine of not more than $500 or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment].

and, be it further

RESOLVED, That the staff of the Port of San Francisco Port Commission is hereby directed to take all steps necessary and proper to carry out this resolution.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of May 9, 2000.

_____
Secretary

PORT OF SAN FRANCISCO

Ferry Building
San Francisco, CA 94111
Telephone 415 274 0400
Fax 415 274 0528
www.sfport.com

MEMORANDUM

May 9, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice-President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Authorization to Award Contract No. 2658, "Piers 1-1/2 to 5 Marginal Wharf Repair, Phase I," to the lowest responsible bidder, Power Engineering Contractors, Inc., for $ 999,701.00 Plus a 10% Contingency

DIRECTOR'S RECOMMENDATION: THAT THE COMMISSION AUTHORIZE STAFF TO AWARD CONTRACT NO. 2658, FOR PHASE I REPAIRS TO THE MARGINAL WHARF, PIERS 1-1/2 TO 5, TO POWER ENGINEERING CONTRACTORS, INC.

The purpose of this construction project is to perform Phase I of repairs to the marginal wharf substructure from Piers 1-1/2 to 5. This Phase I work entails repairs to the first bay of the substructure adjacent to the seawall. The work will include the repair of the marginal wharf, shoring the buildings above the marginal wharf, architectural repair work related to the building shoring operations, and the construction of the promenade improvements located on top of the marginal wharf.

At its regular meeting of February 22, 2000, the Port Commission authorized staff to seek competitive bids for this contract to repair the marginal wharf. On March 8, 2000, Port staff advertised for competitive bids, and six bids were received. Two of the bids exceed the construction budget. Among the remaining four bids, the lowest bid was submitted by Power Engineering Contractors, Inc. with a bid amount of $999,701. The Human Rights Commission has established subcontracting goals for this project at 8.6% for MBEs and 2.5% for WBEs. Port staff and HRC staff have determined that Power Engineering Contractors is the lowest bidder responsive to the HRC goals for the base contract and also satisfies the contract requirements. A summary of the bids is attached.

This Print Covers Calendar Item No. 7A

The low bidder is in the process of receiving HRC certification for compliance with the Equal Benefits Ordinance (San Francisco Administrative Code Chapter 12B), which Port staff expects to be finalized shortly.

The project cost will be funded from the Port's capital funds. However, a Caltrans grant from DPW will reimburse the Port pursuant to a Memorandum of Understanding (MOU) which has been approved by the City Attorney's Office and is being finalized. This MOU formalizes DPW's commitment to reimburse the Port for actual costs of specific work items, up to 110% of the sum of the bid amounts for specific bid items, or $1 million, which ever is less. However, to be eligible for reimbursement, the Port must encumber the construction funds no later than June 30, 2000. Based upon the low bid, the maximum value of the reimbursable work under the MOU is $738,871 (including a 10% contingency).

Subject to final HRC certification for compliance with the Equal Benefits Ordinance, staff seeks authorization to and recommends award of the contract for the Piers 1-1/2 to 5 Marginal Wharf Repair, Phase I to the lowest bidder, Power Engineering Contractors, Inc., for $999,701.00 plus a 10% contingency of $99,970.10 and that the Executive Director be authorized to accept the work after it is complete.

Prepared by: Victor Yew
Project Engineer

For: Cliff Jarrard
Chief Harbor Engineer

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-38

WHEREAS, Phase I work is needed for repairs to the first bay of the substructure adjacent to the seawall, known as the marginal wharf, at Piers 1-1/2 to 5. The work will include the repair of the marginal wharf, shoring the building above the marginal wharf, architectural repair work related to the building shoring operations, and the construction of the promenade improvements located on top of the marginal wharf; and

WHEREAS, on March 8, 2000, Port Staff advertised for competitive bids for this contract and on April 14, 2000, six bids were received and opened; and

WHEREAS, the low bid of $999,701 was submitted by Power Engineering Contractors, Inc. which is less than the engineer's estimate of $1.2 million; and

WHEREAS, the Human Rights Commission (HRC) Staff and Port staff have reviewed the bids and determined that the low bidder, Power Engineering Contractors, Inc., is responsive to the subcontracting goals of 8.6% for MBEs and 2.5% for WBEs for the base bid; and

WHEREAS, the project will be funded from the Port's capital project funds, and grant money from DPW will reimburse the Port for part of the work per an MOU, which has been approved by the City Attorney's office and is being finalized; and

WHEREAS, the MOU between the Port and DPW formalizes the reimbursement arrangement for the actual cost of the eligible Reimbursable Work up to the lesser of 110% of the amount bid for Reimbursable Work or $1 million; and

WHEREAS, based on the bid results from the low bidder, the maximum value of Reimbursable Work (including 10% contingency) covered by the MOU is $738,871; now therefore be it

RESOLVED, that the San Francisco Port Commission hereby authorizes the award of Contract No. 2658, "Piers 1-1/2 to 5 Marginal Wharf Repair, Phase I," to the lowest bidder, Power Engineering Contractors, Inc., for $ 999,701.00 plus a 10% construction contingency in the sum of $99,970.10; and be it further

RESOLVED, that the San Francisco Port Commission authorizes the Executive Director to accept the work after it is complete.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 9, 2000.

_____
Secretary

BID SUMMARY
PORT OF SAN FRANCISCO

Prepared By: Victor Yew
Checked By:
Date: April 14, 2000

Project: Piers 1-1/2 to 5 Marginal Wharf Repair, Phase I
Contract No.: 2658
Project Engineer: Victor Yew
Bids Opened: Friday, April 14, 2000, 2 P.M.

Announced Budget: $1,762,050

Bid Item #	Description	Unit	Estimated Quantity	Power Engineering 1500 Ferry Point, Suite 200 Alameda, CA 94501 (510) 337-3800		Valentine Corportation 111 Pelican Way San Rafael, CA 94912 (415) 453-3732		LTM Construction Co., Inc 1218 Michigan St. San Francisco, CA 94107 282-0115		Lindquist-Van Hook Co. 1600 Broadway, Suite 350 Oakland, CA 94612 (510) 268-1200	
				Unit /LS Price	Total	Unit /LS Price	Total	Unit /LS Price	Total	Unit /LS Price	Total
1	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R1	SF	837	$ 103.00	$ 86,211.00	$ 200.00	$ 167,400.00	$ 93.60	$ 78,343.20	$ 370.00	$ 309,690.00
2	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R2	LF	1011	$ 430.00	$ 434,730.00	$ 390.00	$ 394,290.00	$ 327.60	$ 331,203.60	$ 461.83	$ 466,910.13
3	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R3	LF	120	$ 32.00	$ 3,840.00	$ 110.00	$ 13,200.00	$ 175.50	$ 21,060.00	$ 38.68	$ 4,641.60
4	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R5, 2" dia.	EA	2	$ 900.00	$ 1,800.00	$ 775.00	$ 1,550.00	$ 351.00	$ 702.00	$ 193.50	$ 387.00
5	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R5, 4" dia.	EA	4	$ 1,200.00	$ 4,800.00	$ 2,000.00	$ 8,000.00	$ 468.00	$ 1,872.00	$ 248.50	$ 994.00
6	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R5, 6" dia.	EA	2	$ 1,600.00	$ 3,200.00	$ 2,300.00	$ 4,600.00	$ 585.00	$ 1,170.00	$ 265.00	$ 530.00
7	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R5, 8" dia.	EA	3	$ 1,900.00	$ 5,700.00	$ 2,800.00	$ 8,400.00	$ 702.00	$ 2,106.00	$ 304.00	$ 912.00
8	All Work shown on Plans and indicated in the Specifications for Shoring at Piers 1-1/2 and 3	LS	-	$ 96,000.00	$ 96,000.00	$314,809.00	$ 314,809.00	$351,000.00	$ 351,000.00	$357,121.00	$ 357,121.00
9	All Work shown on Plans and indicated in the Specifications for Hair Line Crack Repair	LF	1000	$ 55.00	$ 55,000.00	$ 20.00	$ 20,000.00	$ 23.40	$ 23,400.00	$ 10.52	$ 10,520.00
10	All Work shown on Plans and indicated in the Specifications for Grout and Seal Crack Repair	LF	1000	$ 36.00	$ 36,000.00	$ 20.00	$ 20,000.00	$ 35.10	$ 35,100.00	$ 13.68	$ 13,680.00
11	All Work shown on Plans and indicated in the Specifications for Repair of Rotted Column Bases at Piers 1-1/2 and 3	EA	4	$ 2,500.00	$ 10,000.00	$ 8,000.00	$ 32,000.00	$ 585.00	$ 2,340.00	$ 1,885.00	$ 7,540.00
12	All Work shown on Plans and indicated in the Specifications for Architectural Demolition and Repair at Piers 1-1/2 and 3, excluding work indicated in Bid Item Nos. 9, 10, and 11.	LS		$ 81,000.00	$ 81,000.00	$ 29,000.00	$ 29,000.00	$280,800.00	$ 280,800.00	$150,509.00	$ 150,509.00
13	All Work shown on Plans and Indicated in the Specifications for Promenade at Piers 1-1/2 and 3	LS	-	$ 33,900.00	$ 33,900.00	$ 23,000.00	$ 23,000.00	$ 49,140.00	$ 49,140.00	$ 41,251.00	$ 41,251.00
14	Allowance for Mobilization	LS	-	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
15	Allowance for Work as Directed by the Port	LS	-	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
A1-1	Marginal Wharf Repairs at Pier 5, Type R1	SF	32	$ 235.00	$ 7,520.00	$ 215.00	$ 6,880.00	$ 200.00	$ 6,400.00	$ 352.00	$ 11,264.00

BID SUMMARY
PORT OF SAN FRANCISCO

Prepared By: Victor Yew
Checked By:
Date: April 14, 2000

Project: Piers 1-1/2 to 5 Marginal Wharf Repair, Phase I
Contract No.: 2658
Project Engineer: Victor Yew
Bids Opened: Friday, April 14, 2000, 2 P.M.

Announced Budget: $1,762,050

Bid Item #	Description	Unit	Estimated Quantity	Power Engineering 1500 Ferry Point, Suite 200 Alameda, CA 94501 (510) 337-3800		Valentine Corportation 111 Pelican Way San Rafael, CA 94912 (415) 453-3732		LTM Construction Co., Inc 1218 Michigan St. San Francisco, CA 94107 282-0115		Lindquist-Van Hook Co. 1600 Broadway, Suite 350 Oakland, CA 94612 (510) 268-1200	
				Unit /LS Price	Total	Unit /LS Price	Total	Unit /LS Price	Total	Unit /LS Price	Total
A1-2	Marginal Wharf Repairs at Pier 5, Type R2	LF	56	$ 500.00	$ 28,000.00	$ 215.00	$ 12,040.00	$ 450.00	$ 25,200.00	$ 446.00	$ 24,976.00
A2-1	All Work shown on Plans and indicated in the Specifications for Promenade at Pier 5	LS	-	$ 2,000.00	$ 2,000.00	$ 4,200.00	$ 4,200.00	$ 40,000.00	$ 40,000.00	$ 3,500.00	$ 3,500.00
	Totals				$ 999,701.00		$1,169,369.00		$ 1,359,836.80		$ 1,514,425.73

See Note 1

Note1: Arithmetic errors corrected on calculation of Total using the Unit Price provided

Distribution: C. Jarrard, E. Byrne, D. Chappell, Steve O'Sullivan, Caltrans, Bid Summary Binder, Contract File No. 2658
g:\projects\Marginal Wharf\administration\spreadsheet\bidsumm_price.xls

BID SUMMARY
PORT OF SAN FRANCISCO

Project: Piers 1-1/2 to 5 Marginal Wharf Repair, Phase I
Contract No.: 2658

Project Engineer: Victor Yew

Bids Opened: Friday, April 14, 2000, 2 P.M.

Announced Budget: $1,762,050

Bid Item #	Description	Unit	Estimated Quantity	Mitchell Engineering Pier 26 The Embarcadero San Francisco, CA 94105 227-1040 Unit /LS Price	Mitchell Engineering Total	Bay Pacific Piplines, Inc 556B San Jose Ave. San Francisco, CA 94116 897-6958 Unit /LS Price	Bay Pacific Piplines, Inc Total				
1	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R1	SF	837	$ 480.38	$ 402,078.06	$ 970.00	$ 811,890.00				
2	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R2	LF	1011	$ 642.51	$ 649,577.61	$ 809.00	$ 817,899.00				
3	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R3	LF	120	$ 78.06	$ 9,367.20	$ 1,212.00	$ 145,440.00				
4	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R5, 2" dia.	EA	2	$ 840.66	$ 1,681.32	$ 1,000.00	$ 2,000.00				
5	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R5, 4" dia.	EA	4	$ 900.71	$ 3,602.84	$ 1,100.00	$ 4,400.00				
6	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R5, 6" dia.	EA	2	$ 960.76	$ 1,921.52	$ 1,200.00	$ 2,400.00				
7	Marginal Wharf Repairs at Pier 1-1/2 and 3, Type R5, 8" dia.	EA	3	$ 1,026.81	$ 3,080.43	$ 1,200.00	$ 3,600.00				
8	All Work shown on Plans and indicated in the Specifications for Shoring at Piers 1-1/2 and 3	LS	-	$ 522,365.00	$ 522,365.00	$ 200,000.00	$ 200,000.00				
9	All Work shown on Plans and indicated in the Specifications for Hair Line Crack Repair	LF	1000	$ 60.05	$ 60,050.00	$ 30.00	$ 30,000.00				
10	All Work shown on Plans and indicated in the Soecifications for Grout and Seal Crack Repair	LF	1000	$ 48.04	$ 48,040.00	$ 35.00	$ 35,000.00				
11	All Work shown on Plans and indicated in the Specifications for Repair of Rotted Column Bases at Piers 1-1/2 and 3	EA	4	$ 744.11	$ 2,976.44	$ 15,000.00	$ 60,000.00				
12	All Work shown on Plans and indicated in the Specifications for Architectural Demolition and Repair at Piers 1-1/2 and 3, excluding work indicated in Bid Item Nos. 9, 10, and 11	LS	-	$ 69,655.00	$ 69,655.00	$ 10,000.00	$ 10,000.00				
13	All Work shown on Plans and indicated in the Specifications for Promenade at Piers 1-1/2 and 3	LS	-	$ 40,532.00	$ 40,532.00	$ 25,000.00	$ 25,000.00				
14	Allowance for Mobilization	LS	-	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00				
15	Allowance for Work as Directed by the Port	LS	-	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00				
A1-1	Marginal Wharf Repairs at Pier 5, Type R1	SF	32	$ 406.25	$ 13,000.00	$ 970.00	$ 31,040.00				
A1-2	Marginal Wharf Repairs at Pier 5, Type R2	LF	56	$ 535.71	$ 29,999.76	$ 809.00	$ 45,304.00				

BID SUMMARY
PORT OF SAN FRANCISCO

Prepared By: Victor Yew
Checked By:
Date: April 14, 2000

Project: Piers 1-1/2 to 5 Marginal Wharf Repair, Phase I
Contract No.: 2658

Project Engineer: Victor Yew

Bids Opened: Friday, April 14, 2000, 2 P.M.

Announced Budget: $1,762,050

Bid Item #	Description	Unit	Estimated Quantity	Mitchell Engineering Pier 26 The Embarcadero San Francisco, CA 94105 227-1040 Unit /LS Price	Total	Bay Pacific Piplines, Inc 556B San Jose Ave. San Francisco, CA 94116 897-6958 Unit /LS Price	Total
A2-1	All Work shown on Plans and indicated in the Specifications for Promenade at Pier 5	LS	-	$ 22,000.00	$ 22,000.00	$ 10,000.00	$ 10,000.00
	Totals				$ 1,989,927.18		$2,343,973.00
					See Note 2		See Note 3

Note 2: Arithmetic errors corrected on calculation of Total using the Unit Price provided. Base Bid of $1,924,629.42 exceeds budget
Note 3: Arithmetic errors corrected on calculation of Total using the Unit Price provided. Base Bid Of $2,257,629 exceeds budget

PORT OF SAN FRANCISCO

Ferry Building
San Francisco, CA 94111
Telephone 415 274 0400
Fax 415 274 0528
www.sfport.com

MEMORANDUM

May 5, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Informational Presentation on the Conceptual Design for the Rincon Park Restaurant Site

DIRECTOR RECOMMENDS: NO ACTION REQUIRED.

I. BACKGROUND

The Rincon Park Restaurant Site ("Restaurant Site") is located adjacent to and partially surrounded by the south end of Rincon Park ("Park Site"). The Park and Restaurant Sites are located within the Rincon Point Subarea of the Rincon Point/South Beach Redevelopment Plan. The Park Site is approximately 85,800 square feet and the Restaurant Site is approximately 20,000 square feet. The Port is currently negotiating with Nice Ventures, Inc. for the development of the Restaurant Site.

II. RESTAURANT SITE DESIGN

The Restaurant Site plan includes two separate two-story restaurant buildings, each with a ground floor of approximately 6,000 square feet. Entrance to the restaurants would be either from The Embarcadero through an open-air pathway or from the waterfront promenade through an outdoor "piazza". The remaining 8,000 square feet of the site is used for outdoor restaurant dining, circulation between the two restaurants, and tables, chairs and open space for public use. The maximum height of the buildings is about 19-feet measured from the Embarcadero sidewalk. No parking is proposed, however on-street freight loading and valet service is planned to occur on The Embarcadero adjacent to the site.

This Print Covers Calendar Item No. 8A

The overall site configuration is generally an outgrowth of the planning process for Rincon Park. Designed by the Olin Partnership, the Rincon Park site plan is intended to integrate the restaurant buildings into the park as opposed to abutting the park. This is achieved in part through surrounding the restaurant buildings with park landscape and through building orientation and relief. The restaurant buildings are set back from view corridors from Folsom Street and the pedestrian street that terminates at Hills Plaza between Folsom and Harrison Streets.

III. RESTAURANT SITE DESIGN REVIEW PROCESS

The Port has the authority to review and approve the design of the Restaurant Site, provided that the design falls within the guidelines set forth in the Redevelopment Plan. The Port will also review the project for consistency with the *Waterfront Land Use Plan* and *Design & Access Element*. The proposed design may require amending the *Design & Access Element* design criteria to allow service to the building from The Embarcadero rather than from the south end of the restaurant site. Clarifications may also be made to the introductory discussion for the design subarea in the *Design & Access Element* regarding the proposed design of the restaurant site and buildings.

Preliminary drawings of the Restaurant Site were presented to the Rincon Point-South Beach Citizens Advisory Committee ("CAC") throughout the planning process for Rincon Park. Over the last two months, the Nice Ventures' design team has presented the schematic design for the Restaurant Site to the CAC. Design comments from the CAC have included:

- Ensure that the final height of the restaurants is consistent with the agreement between the Port and Redevelopment Agency, which allows approximately 17-feet above the finished grade of the Park, excluding architectural features;
- Reduce the actual and apparent massing of the buildings through architectural relief and transparency through portions of the buildings;
- Ensure that the park/lawn space adjacent to the northerly restaurant building is a comfortable, usable public space;
- Ensure that the outdoor public seating areas are comfortable dining locations in relation to the restaurant outdoor dining tables;
- Design of the rooftop should take into consideration visibility from neighboring uses viewing from above.
- Signs should be of a size and type appropriate to the area.

In addition to the CAC, representatives of Palomino's Restaurant have expressed concern about losing Bay views as a result of the restaurant project. They have suggested that the northerly restaurant building be reconfigured to increase the opening between the two buildings and provide a wider portal for views from across The Embarcadero.

The Waterfront Design Advisory Committee reviewed the Restaurant Site design on April 26, 2000. Design comments include:

- Support for the overall site design and layout of the restaurant site;
- Suggested adding a grove of trees within the outdoor restaurant seating areas;
- Appropriateness of decomposed granite in the piazza;

- Requested that the architectural forms be stronger and bolder to reflect the scale of The Embarcadero and the hugeness of the waterfront;
- Increase the similarity between the two buildings to help increase the overall sense of scale- the buildings could have a stronger design relationship;
- Requested that the "keyhole" entry between the two buildings be modified to be more obvious.

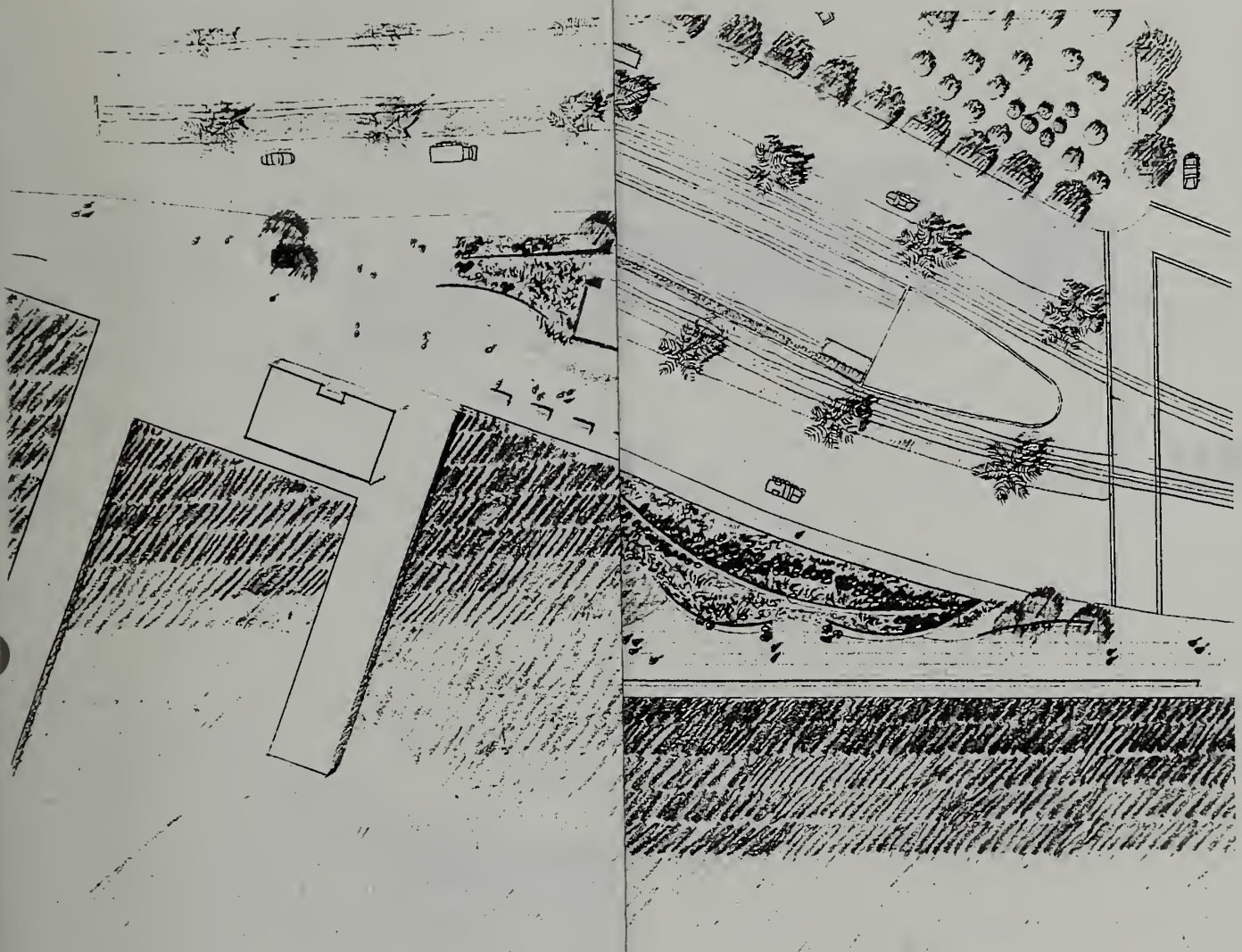
The San Francisco Bay Conservation and Development Commission ("BCDC") Design Review Board ("DRB") has reviewed the Rincon Park and Restaurant projects on November 8, 1999 and January 10, 2000, and will review the projects for a third time on May 8, 2000. Design comments by the DRB related to the Restaurant Site include:

- Desirability or design of the overhead canopy between the restaurants;
- More usable and less "privatization" of the lawn area adjacent to the northerly restaurant building;
- Utility of the landscaped area south of the restaurant site;
- The appropriate number and configuration of tables and chairs in the outdoor portion of the restaurant site intended for public use.

The full minutes from these meetings is attached for your information.

INFORMATIONAL PRESENTATION

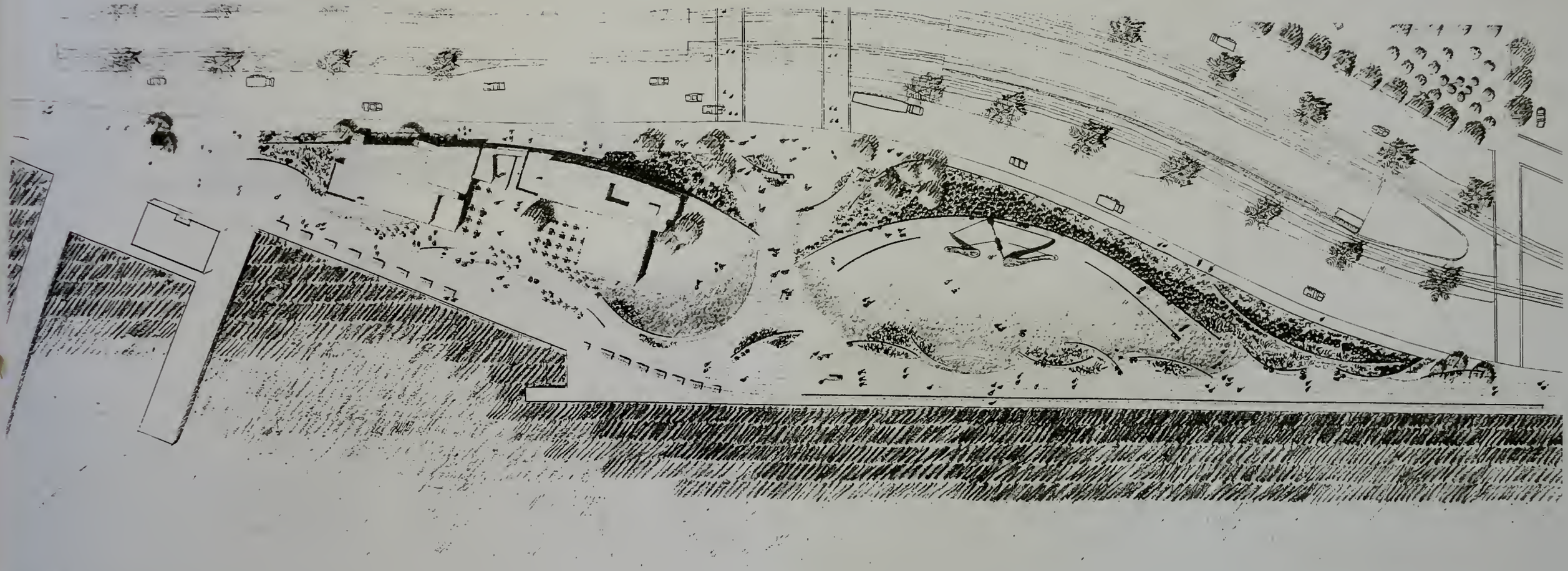
Some site plans and an elevation of the Restaurant Site prepared by the Olin Partnership, Jim Jennings Architecture and Pfau Architecture are attached hereto. Additional color renderings and elevations will be provided in the meeting to illustrate the design team's work to date and their efforts to respond to the sometimes-conflicting design comments summarized above.



RINCON PARK
Illustrative Site Plan

Olin Partnership
24 January 2000

Scale : 1" = 20'-0"



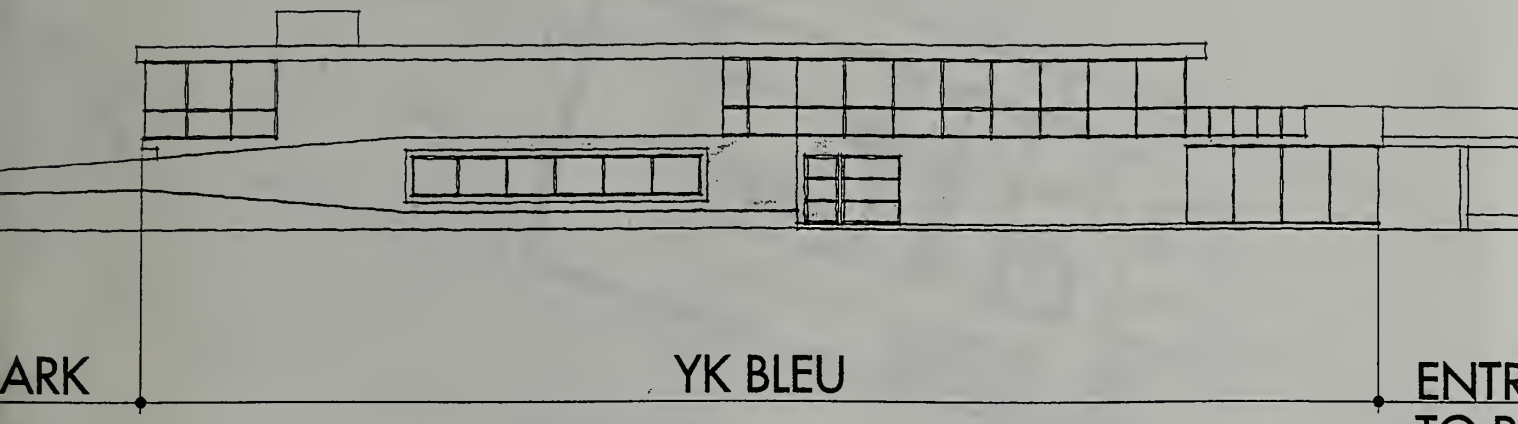
RINCON PARK

Illustrative Site Plan

Olin Partnership

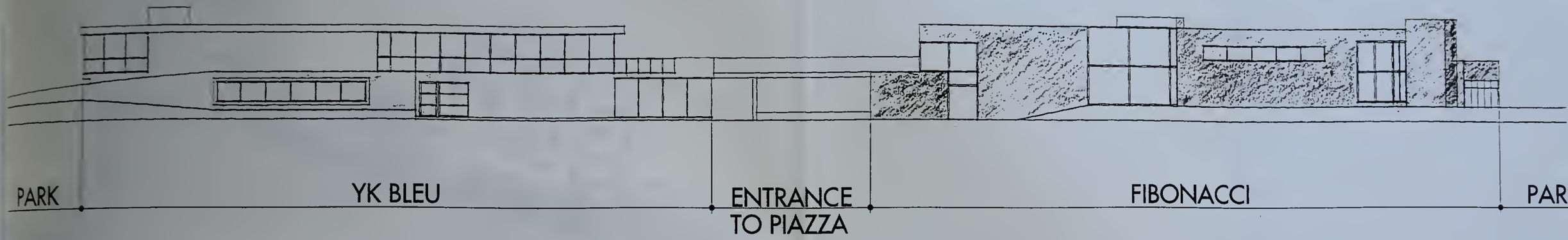
24 January 2000

Scale : 1" = 20'-0"



ELEVATION - THE EMBARCADERO

SCALE 1:20



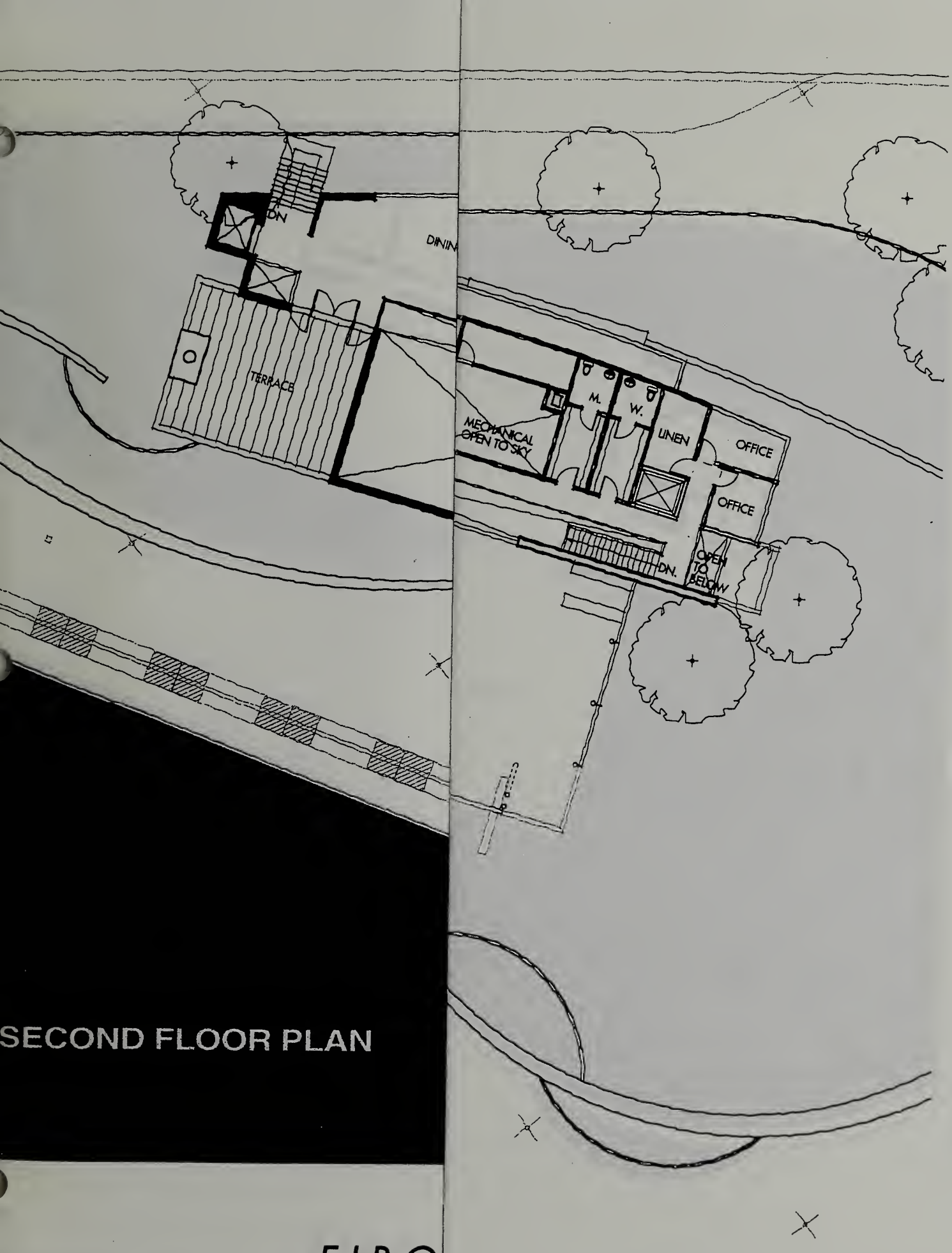
ELEVATION - THE EMBARCADERO

SCALE 1:20

FIBONACCI YK BLEU

NICE VENTURES

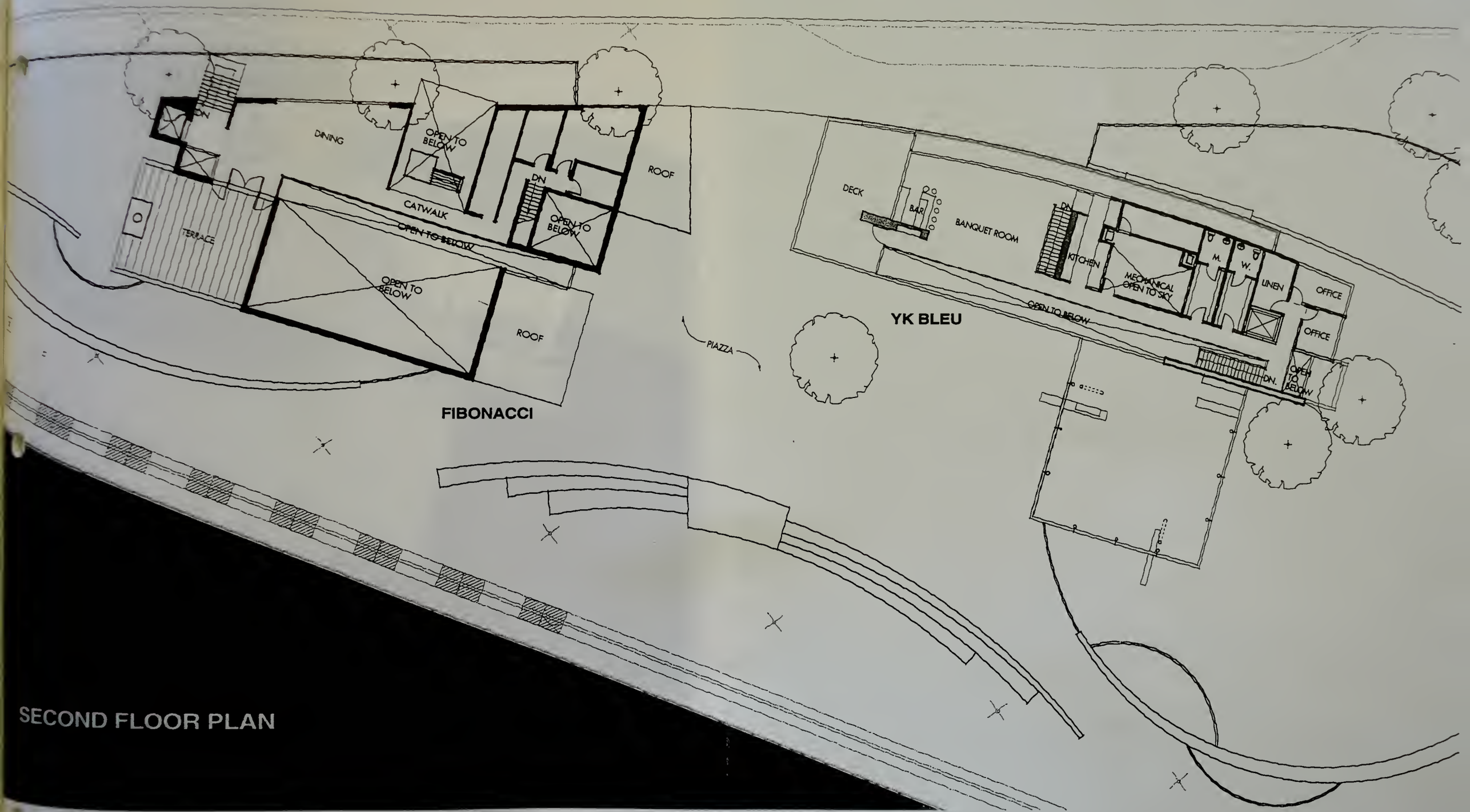
JIM JENNINGS ARCHITECTURE
PFAU ARCHITECTURE



SECOND FLOOR PLAN

FIBO

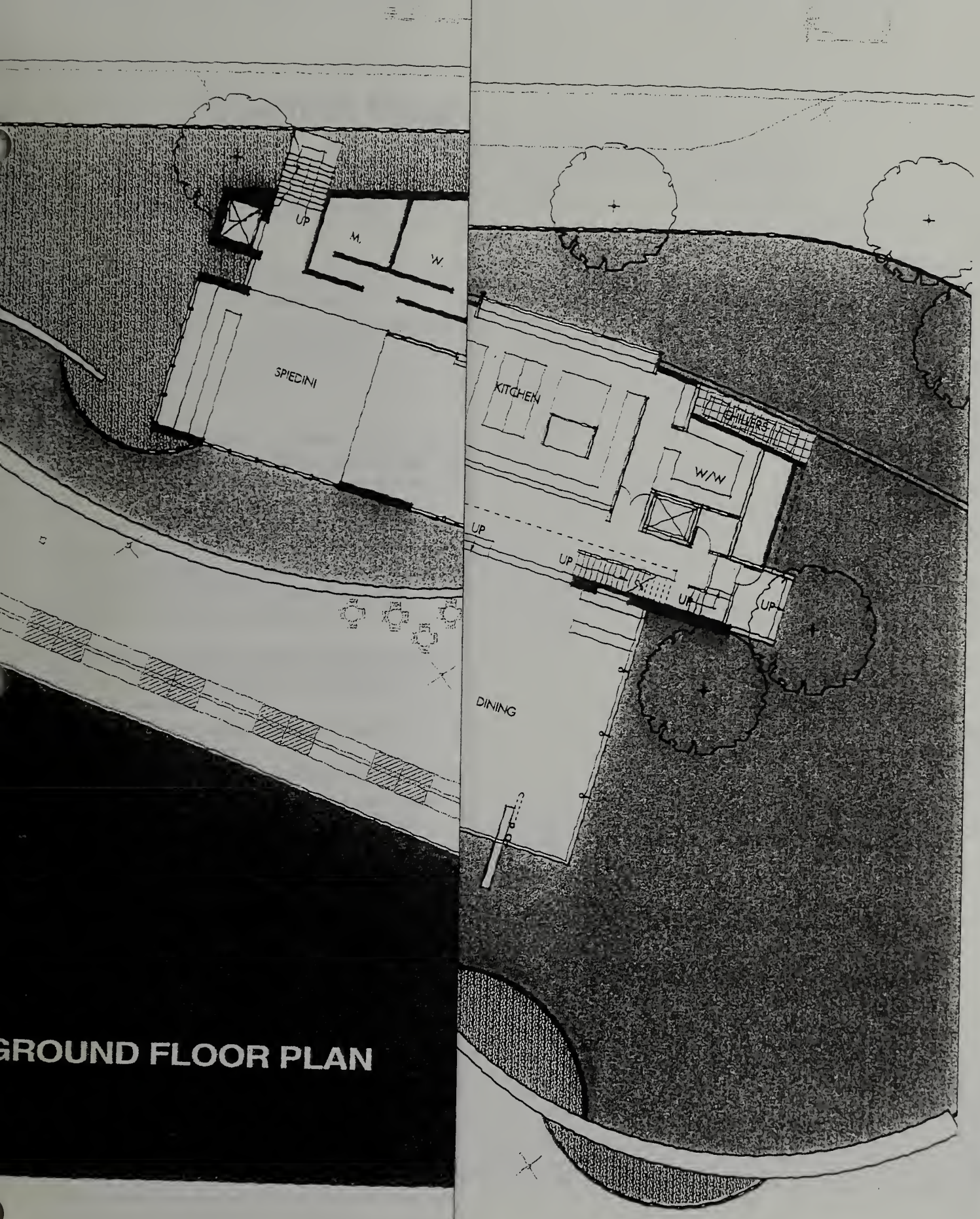
THE EMBARCADERO



SECOND FLOOR PLAN

FIBONACCI YK BLEU

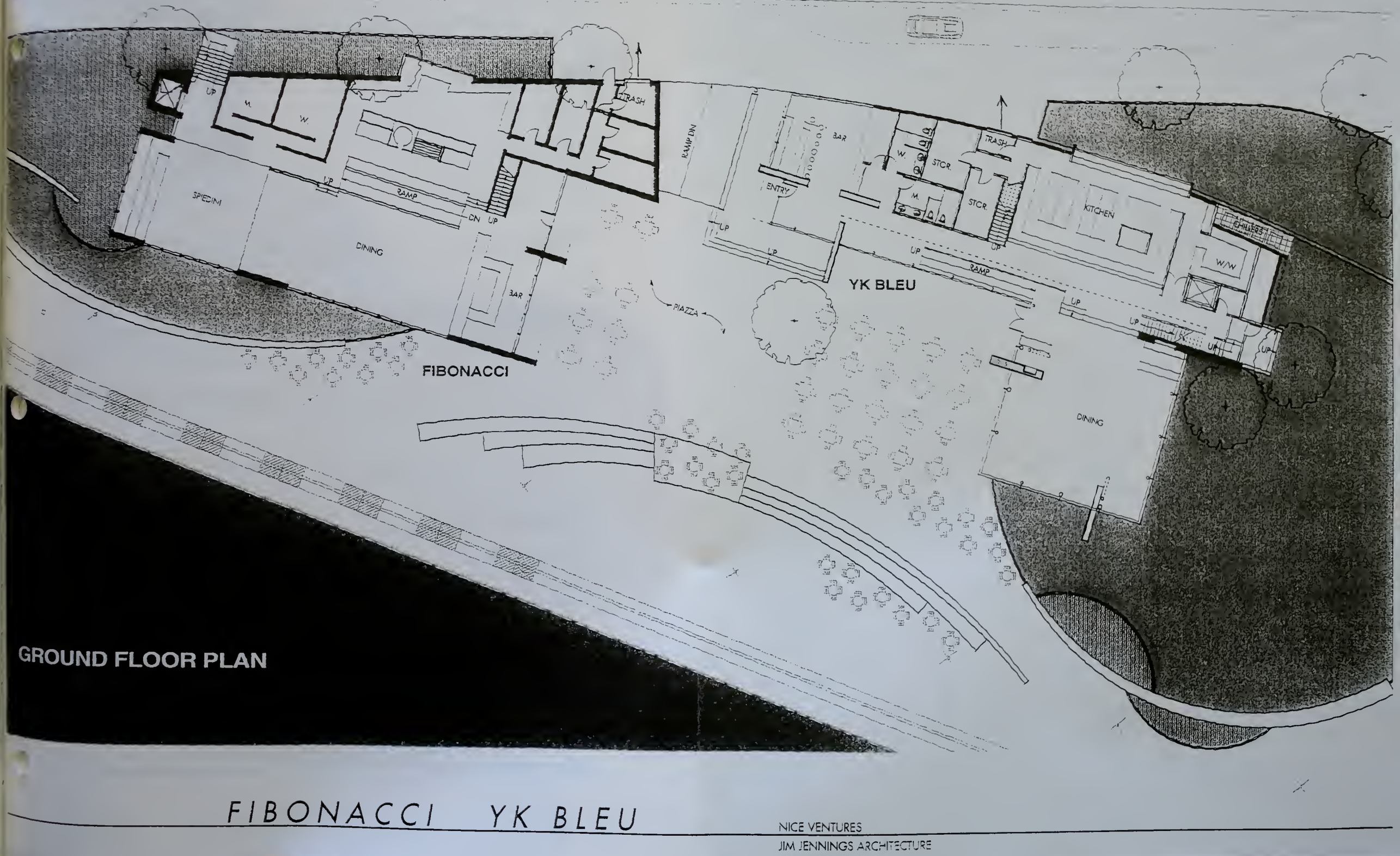
NICE VENTURES
JIM JENNINGS ARCHITECTURE
PFAU ARCHITECTURE



GROUND FLOOR PLAN

FIBO

THE EMBARCADERO



GROUND FLOOR PLAN

FIBONACCI YK BLEU

NICE VENTURES

JIM JENNINGS ARCHITECTURE

Waterfront Design Advisory Committee

Meeting Minutes

Approved on

DRAFT

Meeting Date: April 26, 2000

Advisory Committee Members Present: Boris Dramov
Amit Ghosh
Dan Hodapp (Vice Chair)
Sylvia Kwan

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1. Minutes

Mr. Ghosh requested that a revision be made to the March 21, 2000 minutes. On page 3, paragraph 3, line 3 the term "Cineplex" should be replaced with "nightclub" or other entertainment use. The Design Advisory Committee then unanimously approved the minutes.

2. Schematic Review of Rincon Park Restaurant Project.

Joe Nootbaar of Wilson Cornerstone introduced the project. He stated that the overall park project concept, including the general site plan for the restaurants, was approved at a joint meeting of the Port Commission and the Redevelopment Agency Commission. The purpose of today's meeting was to talk about the design of the buildings.

Reed Heron, Peter Fau and Jim Jennings presented the restaurant designs and made the following points:

- The design intent was to maximize the use potential of the site without dividing the park into sections;
- The design integrates the restaurant complex into the park rather than placing it along side it at the south end;
- View corridors at Folsom Street and mid-block are protected;
- Public space and a public entrance from The Embarcadero is proposed between the two buildings leading out to the public piazza;
- The design was continually refined during the past several months to fit within the prescribed height limit, maximize the appearance and presence of the park, more fully integrate the buildings and the park, and maximize transparency into and through the buildings;
- Described the proposed exterior finishes as being cor-ten steel for the south building and concrete, metal and glass for the north building. The architects were continuing to investigate material and finish options. Piazza and outdoor seating materials might be a combination of concrete, decomposed granite and granite slabs. The landscape architects for the park were investigating adding planting to the piazza steps area.

Committee members made the following comments:

Boris Dramov complimented the site plan, the layout of the curved wall and its relationship to the park design and the size of the piazza. He suggested that the piazza should be planted with a grove of trees in a formal layout. He cautioned about the appropriateness of decomposed granite in the piazza and the design of the steps that could readily trigger a requirement for railings that may not be desirable. He stated that the project had more than enough transparency from The Embarcadero. He also stated that the scale of the architecture could be increased and the roof form emphasized because the large site will reduce the apparent size of the building – the architecture should be bold to reflect the hugeness of the

waterfront's context, otherwise the architecture will "vanish". Mr. Dramov also stated that the architectural renderings were poorly done and found that the design could not be adequately interpreted from the submitted drawings.

Mr. Dramov inquired about the 17-foot height limit. He stated that due to this constraint, more emphasis is needed on having the two architects develop an overall framework to ensure that the two restaurants work together towards a common urban design character.

Sylvia Kwan stated that the design of The Embarcadero elevation should be stronger. She was comfortable with the two different architectural typologies for the buildings but would prefer to see a stronger similarity between them to help increase the overall sense of scale. Ms. Kwan opposed the idea of adding low landscaping to the piazza steps area but supported Mr. Dramov's suggestion of adding trees to the eating areas. Ms. Kwan also was concerned about the use of decomposed granite in the piazza area.

Amit Ghosh indicated support of the earlier comments, complimented the generous transparency into the buildings from The Embarcadero, and supported the suggestion of a grove of trees in the piazza area.

Dan Hodapp complimented how the designers have responded to the community concerns of height, building length and massing. He also supported the architect's decision to design a modern building that fits within the vocabulary of park materials. Mr. Hodapp expressed concern that the buildings as proposed were not of an appropriate scale for the very large and bold design of The Embarcadero. He stated that the *Waterfront Design & Access Element* provides criteria for most sites along The Embarcadero to employ architectural forms that were strong and bold to reflect the size of the street and the character of many of the Port's buildings. The proposed forms appear broken and fussy thereby reducing the scale of the architecture instead of letting the buildings have a presence.

Mr. Hodapp expressed concern about the publicness of the entry between the buildings and asked for other Committee members to comment. He also requested that the architects consider if the proposed materials convey the appropriate "warmth" of a restaurant use.

Other Committee members requested that the "keyhole" entry between the buildings be modified to be a more obvious entry, and perhaps should be higher or broader. The Committee also requested that the two buildings have a stronger design relationship with each other.

Attending members of the public made the following comments:

Judith Patterson generally agreed with the Committee comments, thought the design was constrained because of responding to so many previous community comments and concerns expressed by Palominos. She thought the design should be stronger and more united.

Ernestine Weiss requested clarification on the layout of the piazza and the relationship of the project to the park.

3. **Public Comment**

Ernestine Weiss asked if this Committee could do anything about the apparent hazards of the conflicting uses occurring on The Embarcadero Promenade.

The Committee suggested that she address her comments to the Port Commission.

The meeting was adjourned at 1:25 p.m.

GRAY DAVIS, Governor

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION
THIRTY VAN NESS AVENUE SUITE 2011
SAN FRANCISCO, CALIFORNIA 94102-6080
PHONE: (415) 557-3686

Approved on November 8, 1999
With No Corrections.

APPROVED MINUTES OF DESIGN REVIEW BOARD MEETING OF OCTOBER 18, 1999

1. **Call to Order and Attendance.** John Kriken, Chair; called the meeting to order at 6:32 PM. Board members in attendance were Steve Thompson, Vice Chair, Jacque Keller, Ephraim Hirsch, and Michael Smiley. Emeritus Board members in attendance were Allan Gatzke and Sheila Brady. Staff: Steve McAdam, Brad McCrea, Andrea Gaut, Leslie Lacko, and Lee Chien Huo.

2. **Approval of Draft Minutes of the August 9, 1999 Meeting.** Mr. Kriken asked whether there were any corrections or additions to the minutes. Mr. Thompson submitted a correction of a typographical error. Mr. Thompson moved to approve the minutes of August 9, 1999. Mr. Hirsch seconded the motion and the Board approved the minutes unanimously.

Karen Alschuler and Michael Smiley recused themselves from the following agenda item due to ongoing work that their firms are doing with the Port of San Francisco. Ephraim Hirsch recused himself from the following item because he is a tenant of the Port of San Francisco. Substituting for the recused Board members was alternate Board members Sheila Brady, landscape architect, and Allen Gatske, landscape architect.

3. **Port of San Francisco, San Francisco Redevelopment Agency, Gap Inc., Wilson Cornerstone; Rincon Park and Rincon Restaurants. (First Pre-Application Review)**
(Rincon Park: Leslie Lacko) [557-8774] (Rincon Restaurants: Andrea Gaut) [557-8771]

The Design Review Board held a public hearing on the design and integration of a shoreline park and two restaurants. The projects would be developed in a vacant, approximately 105,800-square-foot site located along the San Francisco waterfront between the realigned Embarcadero roadway and Herb Caen Way. The site extends from the foot of Howard Street south to the Fireboat House on Pier 24. The projects involve construction of approximately 85,800 square feet of public park and two restaurants totaling 11,700 square feet, which are connected by an 8,000-square-foot, open-air piazza. The Design Review Board approval was based on the overall attractiveness and usability of the public access areas and their conformance with Bay Plan Policies on Public Access, Recreation, Appearance, Design, and Scenic Views as well as the San Francisco Waterfront Total Design Plan. The proposed park project would be constructed with two knolls that slope up and away from the Embarcadero roadway, crest at an apex of 6-to-7 feet, and then descend gently toward the Bay to the existing Herb Caen Promenade. The northern knoll would contain a large expanse of lawn stretching from Howard Street to the park center at the foot of Folsom Street. A large sculpture, "Cupid's Span," consisting of a bow and arrow partially buried within the ground would be located in this central lawn area. Public seating would be provided by arc-like walls, typically 18 inches high, around the perimeter of and within the park. The two full-service restaurants would be 17 feet high and located on the southwestern portion of the park. The buildings were designed with large areas of glass to minimize impacts on Bay views. No parking for the restaurants is proposed with this development.

Staff Presentation. Ms. Gaut handed out a supplemental packet to the Board that included details from the final approved drawings for the Mid-Embarcadero Roadway project and comment letters from the public. She mentioned the highlights from those letters and said that the comments focused on the blockage of bay views, the use of open space for landscaping instead of "human

activities," the consistency of the waterfront railings, and the need for public restrooms and bicycle parking. She also clarified a statement in the staff summary regarding "required" widths of the promenade, stating that the permit requires that the width be approximately 25 feet wide, not 30 feet wide as stated in the Meeting Notice.

Project Presentation. Mr. Joe Nootbaar provided a brief overview of the project, presented a slide show of the existing features of the site, and discussed the larger components of the project design. He then turned the presentation over to Ms. Cindy Sanders who described the details of the park and restaurants. She described the widths of the promenade as being no less than16 feet on the landward side of the art ribbon. She said that the seatwalls would be approximately 15" to 22". She further described grading and views and the conceptual plant pallet that is proposed within the park. She continued by saying that the desired effect of the piazza is to create a place where there is "no distinction between the them and the us." The pathway leading from the Embarcadero to the promenade was described as rising three and a half feet above the Embarcadero sidewalk. She said that the intention of the rise was not to obstruct views, but to "reinforce the rise into the park and the decent into the water."

Board's Questions. Several Board members asked questions relating to the heights of walls and grading throughout the park area. A general discussion ensued regarding relative heights of the different park components.

In response to Ms. Brady about the views towards the Bay from car level, she was told that the views from the roadway would be changing, but that at some point the view would be blocked by the wall along the Embarcadero sidewalk.

In response to Mr. Thompson's question about lighting, Mr. Nootbaar described that the lighting would be installed according to the existing design for the BCDC approved promenade. He said that the lighting at the plaza hasn't been studied fully. Mr. McCrea briefly described the other elements that are approved within the promenade such as interpretive signage and trash receptacles.

Mr. Kriken raised the issue of skateboarding and the damage that occurs to amenities built within public areas. Mr. Nootbaar said that this project is slightly different than other public parks because it will have a management plan that includes security. He said that the Gap is obligated to set aside monies for the first 10 years of the park to provide for security within the park. Amy Neches, of the San Francisco Redevelopment Agency (Agency), further explained the role of the Agency in the management of the park.

Mr. Kriken stated that the character of the seatwalls present an attraction to skateboarders and that, if there isn't a solution to deterring the skateboarders from damaging the low walls, then there needs to be a different design concept.

Ms. Brady stated that the shapes of the walls seem somewhat arbitrary. She added that the walls might be embedded within the lawn to deter skateboarding and that, generally, lawn should be used more throughout the park. Ms. Keller agreed that the grass and planting could be used to deter the skateboarding. The Ms. Sanders stated the walls are used to give people options and provide choices for seating areas.

Regarding Mr. Kriken's question about the service of the restaurant buildings, he was told that garbage would be stored behind doors and accessed for very short periods of time during off-peak public-use hours. Further, Mr. Reed Heron stated that the piazza might serve several purposes and be utilized in a "temporal rather than geographic" way. Deliveries might occur within the piazza in the early morning when the public is less present, he said.

In regard to Mr. Gatske's question about the role of the piazza space from the street to the water, it was stated that several of the design details for the paved areas are still being developed.

Ms. Sanders stated that the steps around the piazza is envisioned to be a more vibrant area of the park because of the interface between the restaurant dining, the changes in elevation and the promenade. She added that the planting on the south side of the building is also undergoing design development.

Ms. Brady asked for further clarification of how the spaces would be used within the park and how people would circulate within the Folsom Street corridor. Ms. Sanders stated that it is expected that the area at the end of the Folsom Street corridor would be a public gathering place for people to linger and meet each other. She added that the elevation change of the central path leading towards the water is intended to reinforce an amphitheater space. She said the lawn is graded "like a dome" and tilted toward the water at a 10 percent slope. "Letting kids out of stollers" and allowing passive play is one of the intentions of the lawn space, she said, adding that the park should offer "layers of places".

Public Comments. Mr. Ron Fell, representing the homeowners of Hills Plaza, stated that the views from Hills Plaza hasn't been considered. He questioned the need for having two-story restaurants instead of one-story restaurants. He said that a lot of concern has to be given as to what's being seen from the roadway. He stated his preference for a wider sidewalk along the Embarcadero roadway.

David Osgood, representing the Rincon Tenants Association, stated that the original proposal calls for "a restaurant" and that the project had increased to be a "restaurant complex." He questioned why the height of the restaurant had been increased to "17 feet." He also questioned the extent of the security. He raised his concern about the railing design.

Dan Hodapp, of the Port of San Francisco, stated that the Port is very excited and support the general concept of the restaurants within the park. He said that the Port has communicated to the developer several points that include: 1) that a restroom be included in the park; 2) concerns over skateboarders damaging the facility; and 3) how the combination of the buildings and the raised lawn area might block views from the roadway into the park and beyond, and the concern for ability to conduct surveillance of the park area.

Kari Kilstrom, of the Port of San Francisco, clarified that the original agreement between the Port and the Redevelopment Agency was to an 85,000 square foot park site and a 20,000 square foot restaurant development footprint within which 12,000 square feet would be used for building and 8,000 square feet would be used for open area for the restaurant to use. She said that the Port agreed to a 17-foot building height. In response to Mr. Kriken's question, she stated that this site meets the criteria that the Port set while "marrying" the park project with the restaurant project.

Steven Bossen, resident, stated that if a park is to be built within an area that is "world-renowned" for being a skateboarding area, then one should expect that skateboarders are going to use it. He recommended that the design should anticipate this and accommodate the skateboarders rather than "putting all your money into 10 years of security" or into uncomfortable design elements. He also suggested that the way to discourage skateboarding "may not be to bring in security forces" but to provide another activity for teenagers to do in the area. He said that with Mission Bay and the Port waterfront being redeveloped, there are few places for people to "do anything that's kind of transgressive." He added that one can either accommodate that behavior or expect that it's going to happen "despite one's best efforts."

Board's Discussion. Ms. Keller began the Board's discussion by stating that there are many dynamic and exciting elements to the overall design proposal. She added that the central pathway in the park (at the terminus of the Folsom corridor) pinches the two pedestrian crossings at the Embarcadero. She said that she would like that to be opened up to the Bay "because it is a fabulous view."

Mr. Kriken added to Ms. Keller's comments stating that the edge of the northern restaurant should also "address that view corridor."

Ms. Brady said she understood the desire of the designers create enclosed areas looking at the Bay, but that the park was "closing itself off from the Embarcadero." She continued by saying that she wanted to see a design where walls of different heights were embedded in "a sculptural grass form." She said that this might be a solution to the skateboarding problem. She said the lawn areas should be "the statement" and recommended that they are not designed in a way that shuts off the Embarcadero from the Bay. She stated that the lawn should be a transition between the two areas. She continued by saying that the restaurant activity could come even closer to the Bay and transition through the public/private area. She concluded by saying that the trees should be "spectacular," very strong vertical elements, and that the planting palette should create "broad strong statements" and not be "frittered away" with "lots of tricky little areas."

Mr. Thompson concurred that the Folsom Street corridor should continue into the park in a stronger manner. He recommended that a visual corridor leading to the bay should be about half the width of the street corridor (from building to building.) He said that a 35-foot width of visual access to the Bay would be more appropriate than having it narrowed to 12 or 15 feet; the smaller dimension was "awfully restrictive," he said. He "loved the ideas of the curves" and stated that something durable such as iron plate could be incorporated into the design, or that the walls could be "a series of dentals" that would be like "stones sitting in the grass." He recommended pulling the north end of the restaurant (and the berm leading to it) to the south by "10 or 15 feet" to improve the view for pedestrians crossing the Embarcadero. He concurred with Ms. Brady's idea of the grass engaging the wall forms and added that a restroom was needed. He concluded by saying that a 17-foot building that is very close to the curb is "pretty big." Generally, he said, he was impressed by the project from end to end and added that it was "great to have good architects on board."

Ms. Keller recommended that a thorny plant at the planter/seatwalls might be a good deterrent to skateboarders. She cited Rosa metalli as one example.

Mr. Kriken said that it is a huge benefit that the buildings are "in the spirit of the larger landscape." He intimated that he had no problem with the building height, stating that a 17-foot tall building is "lower than residential scale" and that the focus should be on the relationship that the buildings have with the Folsom Street corridor. He said that he was very happy that there was something at the south end of the park and that the park didn't "begin with architecture" and that the two buildings relate so well to each other.

Following Mr. Thompson's comment that the sculpture proposal is "absolutely phenomenal," Mr. Kriken stated that he thought the sculpture wasn't for the Board to comment on because the community will discuss the proposal at great length. He then added that putting a "piece of art of that caliber" on the waterfront will be a way of gathering people to the water.

Mr. Gatske commented on the balance between the lawn area and the planting area, stating that the foreground of the planting beds versus the accessible lawn area should be considered. He said that the role of the park is to provide the public support for the Embarcadero roadway project and provide waterfront open space, and added that a lot of the area is planted with shrubs and relatively inaccessible. He continued by saying that if the lawn area were enlarged and "pulled back to the Embarcadero" (at the Folsom Street corridor), then the public would have the sense that the space is larger and leading to the other side of the city, and that the pathway was "receiving you into the park." Such a change would help emphasize the open space quality of the park, he said. He continued by stating that the wall that is the backdrop to the building is a very strong idea that came out of the landscape, but if there are ways to add more lawn area, it would be beneficial. He said that the piazza is going to suffer from being only 18 inches higher than the promenade and that the design may be trying to make "too much out of too little;" he added that there might be a danger in

making that area "too fussy." He agreed with Ms. Brady that bringing the piazza forward might help address this problem. Regarding the open space on the south end of the building, he said that the design didn't take full advantage of the landscaping and that the design should be further developed in this area. Regarding the kiosk, he concluded that the location of the building might be better near the fireboat house where a bathroom could also be provided. He stated that such a location might better serve the users of the waterfront. The Board agreed with him on this point.

Regarding safety in the park, Mr. Kriken suggested that there should be "the sense of surveillance" and that no areas should be hidden from view. He said that this contributes to the success of an urban park. He recommended that an analysis be done to address this concern for proper surveillance.

Regarding bicycle racks, the Board suggested that these be proposed at "destinations" but that their placement shouldn't lead to conflicts with pedestrians.

Regarding the proposed piazza, Mr. Thompson stated that in Piazza San Marcos, in Italy, the spaces "are all the same" and that one doesn't differentiate between places with chairs and tables and places with pedestrians. He said that the proposed piazza is differentiated by geometry, height, furniture and is "maybe too isolated." Ms. Brady reiterated that extending it towards the Bay might blur the transition. Mr. Kriken added that tightening the building composition down some might help. Ms. Brady said that if the buildings were brought closer together, and the space between them became elongated in an east/west direction, that the plaza could move closer to the water and that the landscaping on the south side could be more generous.

Mr. Thompson said that he didn't have a problem with accessibility to the water from the automobile. Mr. Gatzke said that he liked the height of the berms. He said that they were "appropriate "and "in scale."

~~4. Golden Gate Bridge, Highway, and Transportation District, Proposed Public Safety~~ Railing (First Review)
(Bob Batha) 557-8778)

The Design Review Board held a public hearing on a proposal by the Golden Gate Bridge, Highway, and Transportation District to construct a public safety railing between the roadway and sidewalk on both sides of the Golden Gate Bridge to enhance safety for pedestrians, bicyclists, and motorists. The safety rail is proposed at a height of four feet, six inches above the sidewalk and would attach to the existing steel barrier between the sidewalk and roadway. The current use configuration of the bridge would not change, although southbound bicycle traffic would be rerouted off the bridge for a short distance at the far northwestern end. The project raised the following issues: (1) which alternative would be least intrusive and least affect the spectacular views from the bridge; (2) what color should the new elements be painted; and (3) is the proposed rerouting of southbound bicycle traffic the best solution to maintaining access while promoting bicycle and motorist safety.

Staff Presentation. Bob Batha briefly described the project and identified the issues as they were described in the staff summary. He then introduced Merv Giacomini, District Engineer.

Project Presentation. Mr. Giacomini introduced the project team and then briefly described the need for the project. He explained the current patterns of public pedestrian and bicycle use on the bridge. Over the past 10 years, he said, there have been approximately 10-15 accidents. He said that these bicycle accidents are increasing with the number of pedestrians. He added that the bridge is eligible for the National Register of Historic Places. He turned the project over to Noel Stampfli. Mr. Stampfli described the design criteria that the Bridge District has been working to and then presented the three alternative designs for the safety railing. Mr. Donald McDonald described the architectural aspects of the three railing alternatives and the reason that Alternative Three was

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION
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TO: All Design Review Board Committee Members

FROM: Will Travis, Executive Director (415/557-8775 travis@bcdc.ca.gov)
Brad McCrea, Bay Design Analyst (415/557-0149 bradm@bcdc.ca.gov)

SUBJECT: **Approved Minutes of January 10, 2000 Design Review Board Meeting**

1. **Call to Order and Attendance.** John Kriken, Chair; called the meeting to order at 6:34 PM. Board members in attendance were Steve Thompson, Vice Chair, Jacque Keller, Ephraim Hirsch, and Roger Leventhal. Emeritus Board members in attendance were Allan Gatzke, and Bill Liskamm. Staff: Steve McAdam, Brad McCrea, Leslie Lacko, and Bob Batha.

2. **Approval of Draft Minutes for December 6, 1999.** Mr. Kriken asked whether there were any corrections or additions to the minutes. There were none. The Board unanimously approved the minutes of the December 6, 1999 meeting.

3. **Port of San Francisco, San Francisco Redevelopment Agency, Gap Inc., Wilson Cornerstone; Rincon Park and Rincon Restaurants. (Second Pre-Application Review).** (Leslie Lacko) [415/557-8774]

The Design Review Board held a public hearing on the design and integration of a shoreline park and two restaurants. The projects would be developed in a vacant, approximately 105,800-square-foot site located along the San Francisco waterfront between the realigned Embarcadero roadway and Herb Caen Way. The site extends from the foot of Howard Street south to the Fireboat House on Pier 24. The projects involve construction of approximately 85,800 square feet of public park and two restaurants totaling 11,700 square feet, which are connected by an 8,000-square-foot, open-air piazza. The Design Review Board review was based on the overall attractiveness and usability of the public access areas and their conformance with Bay Plan Policies on Public Access, Recreation, Appearance, Design, and Scenic Views as well as the San Francisco Waterfront Total Design Plan. The proposed park project would be constructed with two knolls that slope up and away from the Embarcadero roadway, crest at an apex of 4 to 6 feet, and then descend gently toward the Bay to the existing Herb Caen Promenade. The northern knoll would contain a large expanse of lawn stretching from Howard Street to the park center at the foot of Folsom Street. A large sculpture, "Cupid's Span," consisting of a bow and arrow partially buried within the ground would be located in this central lawn area. Public seating would be provided by arced walls, typically 15 to 22 inches high, around the perimeter of and within the park. The two full-service restaurants would be from 17 to 22 feet high and located on the southwestern portion of the park. The buildings were designed with large areas of glass to minimize impacts on Bay views. No parking for the restaurants was proposed with this development.

a. **Staff Presentation.** Ms. Leslie Lacko briefly described the proposed project and presented the design issues as they were described in the meeting notice. She stated that she had received public comment regarding the types and location of bike racks, the height of the restraunt buildings, and the amount of proposed hardscape in the park. She highlighted the comments of Niko Letunic, of the San Francisco Bike Coalition, who noted that bike racks should be four feet from any walls, and that the "ribbon rack" should be given enough space function properly. Judith Patterson, Chair of the subcommittee on Rincon Park for the Rincon Park/South Beach CAC, was concerned that the square footage of hardscape had increased. Ms. Patterson said that the restaurant buildings were too tall and should not exceed 17 feet.

b. **Project Presentation.** Mr. Joe Nootbaar presented an overview of the project through the use of slides and presentation graphics. Mr. Nootbaar and Cindy Sanders highlighted the design work that the project representatives had done since the Board's last review. Mr. Nootbar stated that the project team had looked at preservation of view corridors, the interaction between the piazza and the waterfront promenade, incorporating elements into the park for children, the use patterns of skateboarders, the alignment of the central axis to the park, the exact siting of the northern restaurant building, the refinement of the grading, park surveylience. and the public access amenities including lighting.

c. **Board's Questions.** In response to Mr. Liskamm's question, Mr. Sanders stated that the entrance to the park entrance will appear more axial in elevation (from Folsom St.) than it does in plan view.

The Board asked several questions about the architecture of the restaurant buildings. A general discussion ensued.

Regarding trash and delivery handling, the architect said that the location for the pull outs within the street right-of-way made for very short adjacencies for both trash and deliveries.

In response to Mr. Leventhal's question regarding the informal nature of the table seating in the piazza, he was told that the restaurants will have different focuses, but that there should be informal opportunities for people to walk in from the promenade area and dine.

Mr. Liskamm encouraged that staff to acquire the most current set of drawings prior to going to the Commission with the project.

Mr. Gatzke asked about the configuration of the stairs and seating between the restaurants and the promenade. Ms. Sanders answered by saying that the design in that area has not been fully developed. She said that the design intention was to provide a variety of places for people to sit including some low seat walls and the steps themselves. She said that one of the requirements that hadn't been answered fully was need for a performance space.

In response to Ms. Keller's question, Ms. Sanders stated that curbing would occur around the edges of the lawn.

Mr. Hirsch asked that the trash receptacles be designed into the project.

In response to Mr. Kriken's question about exterior lighting, Mr. Nootbaar said that one fixture had been discussed, but that nothing had been selected.

d. **Public Comments.** David Osgood, the president of the Rincon Center Tenants Association, stated that the tenants have concern about the project. He said that some of the issues were the loss of private views, the massing and height of the restaurant buildings, the height of the great lawn, and the height of the sculpture. He provided examples of other smaller works of art.

Anne Mudge, representing Palamino's restaurant, stated Palamino's is greatly concerned that its views would be blocked by the proposed restaurants and that the view corridors have not been taken into consideration by the proposed design. She said that it appeared that a significant portion of the views from Palamino's Restaurant would be blocked by the development. She then read from the Bay Plan and cited several policies from two sections of the Plan: Recreation Policies, and Appearance Design & Scenic Value Policies. She said that Palamino's was also concerned about parking. She said that there seemed to be other ways that the proposed project could be redesigned to better consider the views to the Bay.

Meg Fitzgerald, representing the owner of the Hills Plaza commercial complex across the street from proposed project, said that the owner of Hills Plaza is very concerned about the height and bulk of the restaurants and the blockage of views from the Embarcadero sidewalk. She said that significant work had been done by the developers to address Hills Plaza's concerns but that they hadn't gone far enough. She said that the buildings were too high and too bulky and that the buildings should be no higher than 17 feet measured from the sidewalk.

Vicky Simon, a citizen of the Rincon/South Beach CAC and a parent in the South Beach community, said that she was pleased to hear that the park will be accessible to people of all ages, including children. She said that the designers had made a good effort in creating a natural barrier of planting between the lawn and the traffic along the Embarcadero. She added that the developers have been very responsive to the CAC's concerns, but that she was concerned that there is too much hardscape proposed as part of the project. She stated that more "green" should be present at the entrance that would help "soften" the plan. She said that the landscaping would provide some some barrier to the traffic noise.

Tay Via, representing the Gap, stated that there have been eight or nine public planning documents since the mid 1980's, including the Redevelopment Plan, the Design for Development, various transactions between the Gap, the City, and the Redevelopment Agency regarding a height limit and various design guidelines. She stated that the Port and the Redevelopment Agency had spent considerable time considering building height, view corridors, traffic and circulation, and the policies of the San Francisco Bay Plan.

e. **Board's Discussion.** Mr. Leventhal asked whether the design of the proposed project was different than what was described in previous planning documents. Ms. Kari Kilstrom answered by saying that the provisions for the restaurant and park developments are set forth in several planning documents. In the case of the restaurant height, there is an agreement between the Port and the Redevelopment Agency that allows the restaurant height to be 17 feet above the finish grade of the park.

To further answer Mr. Leventhal's question, Amy Neches said that, as a public agency, the Redevelopment Agency values mostly the park, in terms of design, and the experiences of the public. She said that some of the elements of the park will actually make the restaurants less obtusive. She said that the height of the restaurants is controlled by the documents and that the Agency intends to enforce the height limit at 17 feet above the finish grade of the park.

Mr. Liskamm stated that he is concerned that both restaurants turn their backs on the City, and that he felt that the restaurants fail to provide maximum feasible public access.

Mr. Hirsch stated that he believes that the sculpture is too big. Mr. Kriken stated that he too is interested in that topic and that he is concerned that the sculpture might be an attractive nuisance.

Mr. Thompson stated that the applicant's should be commended in making progress since the last review. He said that he likes the lower walls, the reconfigured Great Lawn, and the entrances to the park, and added that he shared other's concerns that some views would be blocked from across the street.

Mr. Kriken stated that until the Board hears otherwise from staff, that the Board should assume that this project meets the intent of the public policies. In response, Mr. McAdam stated that the Board's role is to give the Commission advice as to whether a project provides maximum feasible public access to the Bay, which includes physical public access to and along the waterfront and visual access from public spaces. He said that it is not the Board's or the Commission's role to protect private views; that is in the realm of the local government.

Mr. Kriken said that he was pleased to see that the wall that encompassed the Embarcadero Façade of the restaurants is no longer proposed. He said he liked the newer approach. However, he said that he was not convinced that there needs to be a canopy or anything else that "closes in" the entrance to the piazza. He asked whether the restaurant had used the land in the best way to open views to the water. He said that what is preferred or better could not be determined from the drawings that were presented. He added that it seems likely that if the buildings were not literally connected along the Embarcadero, that the piazza area would be more inviting than having to pass through a portal.

Mr. Kriken said that the surveylience study was very helpful and that it appeared that the lawn area would have an appropriate level of safety.

Mr. Gatzke said that the location and massing of the buildings represented great strides to accommodate the overall program elements and view constraints. He said that he liked the fact that there was a very nice piazza between the restaurants that will become a destination and attractive addition to the project. He said that the massing for the restaurants worked. Regarding the lawn area around the north restaurant, he said the utility of the lawn was questionable and that the edge of the restaurant "makes the restaurant own this space." Mr. Kriken agreed that the lawn area against the restaurant was privatized.

Regarding the piazza steps, Ms. Keller asked whether some landscaping should be introduced into them. She said that the design concept may want to be softer. Mr. Kriken suggested incorporating grass into the steps.

Regarding the landscaping at the south end of the south restaurant, Mr. Gatzke suggested that some more work needs to be done to that area to make it more useable and less "foreground to the building."

Regarding lighting, Mr. Kriken said that it should be presented to the Board when it is further developed.

Regarding an additional path between the lawn and the sidewalk, Mr. Hirsch recommended waiting one year to determine whether there was a need to install one. Mr. Thompson said that if there was a place to get access to the lawn area, it would be right at the sculpture. Mr. Kriken said that it was an interesting suggestion and that it might be necessary later.

Ms. Keller said that she was concerned about the view of the roof from the Bay Bridge.

Mr. Kriken said that lighting, site furnishings, and final restaurant and piazza layout and elevations were necessary for determining the quality of the public access in the park, especially where the public open space interfaces with the restaurant buildings. These elements should be brought back to the Design Review Board for its review, he said.

~~4. China Basin Park, China Basin Ballpark Company LLC and the Port of San Francisco (First Review).~~ (Bob Batha) [415/557-8778]

The Design Review Board held a public hearing on a park design proposed by the China Basin Ballpark Company and the Port of San Francisco for a 1.8-acre shoreline park near the entrance to Mission Creek Channel, in the City and County of San Francisco. The park was required by BCDC Permit No. 10-97 for Pacific Bell Park. As proposed, the park would consist of an expanse of grass running longitudinally within the park. A low concrete retaining wall on the south side would allow the turf area to be gently sloped. A line of poplar trees would run immediately south of the retaining wall, forming a visual screen to the parking lot across Terry Francois Boulevard to the south. Ribbon racks for up to 200 bicycles are proposed beneath the trees. A 20-foot-wide walk with seating and picnic tables would be located on the Bay edge for the length of the park. A 10-foot-wide sidewalk along Terry Francois Boulevard forms the southern border of the park. An as-yet-undefined activity area that may be used for volleyball, skateboards, etc., is proposed near Pier 98. The Board's review will focus on the attractiveness and useability of the proposed access improvements.

a. **Staff Presentation.** Mr. Bob Batha briefly described the issues as they were described in the meeting notice. He then turned the presentation over to Dan Hodapp of the Port of San Francisco.

b. **Project Presentation.** Mr. Hodapp stated that, as part of the project but not required by the BCDC permit, the Port will be installing shoreline protection along the edge of the park. He stated that the park has been reviewed publicly by various CAC's and the Port Commission and comments have focused on the desire for public restrooms, the need to soften the edge, the possibility of a more naturalistic appearance, and concerns about providing too much lighting.

Rincon Point-South Beach Citizens Advisory Committee Meeting
Minutes of the Meeting of January 24, 2000
San Francisco Redevelopment Agency
Meeting held at: South Beach Yacht Club, Pier 40 on The Embarcadero

Present:
CAC Members: Joyce Armstrong, John Bizzell, Anne Ching, Richard Dickerson, Babette Drefke, Martin Fay, Alfonso Felder, James Haas, Drew Harper, Ellen Johnck, Michael Karasik, Redmond Kernan, Jeffrey Leibovitz, Toby Levy, Judith Patterson,Vicki Simon, Kevin Solliday, Michael Sweet, Judith Walsh, David Osgood, Paul Warenski, Beverly T. Wilson

Guests: Diane Aubry, Beth Chrisretsen, Edward Barbat, Kari Kilstrom, Dave Davies, Edie Davies

Staff: Tiffany Bohee, Amy Neches, Jim Nybakken

The meeting was called to order.

Approval of the minutes of meetings of November 18th, December 6th, December 20th
The minutes of meeting of November 18th, December 6th, and December 20th were approved with the following corrections. The second sentence of Section Rincon Park Subcommittee Report, meeting of November 18th, was replaced with: "Ms. Patterson said that the park design team showed revised park plans that responded to the CAC's concerns at the subcommittee meeting on November 1st and that the changes to the park were satisfactory to the subcommittee, but that the restaurants needed further design study and additional input from the CAC." In the tenth sentence of Section Bryant Street Pier Project Presentations, Subsection LCOR San Francisco LLC, meeting of December 6th, "Bryant Street Pier" was replaced with "Brannan Street Wharf." In the tenth sentence of Section Bryant Street Pier Project Presentations, Subsection San Francisco Cruise Terminal LLC, meeting of December 6th, "Bryant Street Pier" was replaced with "Brannan Street Wharf."

South Beach Harbor Expansion and Pier 40 Improvements: Action on Endorsing Funding Application
Ms. Neches said that the Agency would be submitting an amended construction loan application to California Department of Boating and Waterways (CalBoating) in an amount not to exceed $7.4 million for improvements to South Beach Park and Harbor. Ms. Neches said that South Beach Park and Harbor are not yet complete. The Harbormaster's office and maintenance facilities remain in temporary trailers, the waterfront promenade is unfinished, and public access at Pier 40 is limited to only a portion of the available area. Ms. Neches said that the public interest in opportunities to be at and on the water in South Beach, through sailing programs, excursions, and guest docking, as well as through safe and attractive waterfront access, is increasing. The Agency's authority to incur indebtedness backed by property tax increment in the Rincon Point-South Beach Project Area will expire at the end of 2003. Ms. Neches stated that by again combining low-cost CalBoating loan funds with tax allocation bond funding backed by the growing tax increment generated by the Project Area, the Agency has the opportunity to complete these waterfront improvements within the allowable timeframe. Although the property will eventually be returned to Port management, it will remain in public ownership and public enjoyment for the long term. The proposed, inter-related improvements are designed to expand the park, improve public access to the water, and provide permanent and appropriate upgrades to the Harbor facilities. Ms. Neches outlined the planned improvements:

- The deteriorating Dolph P. Rempp sailing ship restaurant will be removed from the water's edge, structural repairs will be made to the substructure, and the public waterfront promenade, seating, lighting, and decorative paving will be completed.
- The Park lawn areas and landscaping berms will be expanded, creating a direct integration of the South Beach Park Children's Area with the waterfront, and expanding the usable Park areas.
- An open plaza, as required by BCDC, will be created on the apron of Pier 40, in connection with the Harbor Support building described below, to expand the sense of openness and connection with the waterfront.
- The public access walkway which presently travels only 600 feet along the south side of Pier 40 will be extended to wrap around the entire pier structure, reaching an additional 300 feet into the Bay. The public access walkway will also be extended across the eastern end of the pier and along the entire 900-foot north side. The views from the rebuilt walkway will be dramatic, creating a dynamic public connection with the waterfront at a moderate cost. Cosmetic improvements will be made to the Pier 40 façade to improve its appearance to the surrounding neighborhood.
- A small Harbor support building will be constructed on the apron of Pier 40 to provide permanent space for the harbor staff and for boater facilities, along with a community room and rental space for the South Beach Yacht Club and marina-serving businesses.
- A new guest utility dock along the north side of the Pier will provide expanded guest recreational docking and commercial excursion opportunities, both of which will generate substantial revenue with little marginal increase in operating costs.
- A small dinghy dock will provide protected bay access for youth sailing programs as well as for kayakers.
- Accessibility improvements will make all parts of the Harbor docking system available to the disabled.
- Two boater showers will be added to the existing restrooms at the south end of the Harbor.

Ms. Neches said Agency staff has been working closely with CalBoating and is optimistic about CalBoating's approval of the loan. Calboating has indicated that it will fund virtually all the proposed improvements, except the portions of the Harbor Support Building to be used for private tenant space. After the CalBoating approval, Agency staff will release a Request for Qualifications/Proposals for an architectural/engineering team for the improvements, and will continue to consult with the CAC, on the design of the proposed improvements. It is expected that design and engineering will take approximately nine months, with construction contracts ready to be let by the Redevelopment Commission in spring of 2001. The CAC voted unanimously to endorse the Agency funding application to CalBoating.

Action on South Beach Children's Play Area

Ms. Neches stated that landscape architect Cheryl Barton has been working closely with the members of the South Beach Children's Play Area Subcommittee, residents of the South Beach Community, and Agency staff to develop a schematic design for the Children's Play Area. The Children's Play Area will occupy an approximately 3000 s.f. area currently used for a traffic turn-around. The interlocking pavers in that area will be removed and stored for future use in completing the waterfront walk and the other existing concrete work and landscaping will be retained to the extent possible. Vicki Simon, chair of the Children's Play Area Subcommittee, stated that the subcommittee has collaborated closely with Ms. Barton and that the design of the play area provides creative, educational play for pre-school aged children in a safe environment. Ms. Simon said that committee endorses the design. Ms. Barton described the design of the

Children's Play Area which includes: safe, resilient surfacing in shades of blue, with a "stream" of fish "swimming" through it; a concrete "play wall" in a spiral pattern for climbing and playing, with a mosaic wave pattern, "portholes," and fish, maritime, and educational imprints; a "nethouse" climbing structure in the center of the spiral wall, at a reduced size appropriate for pre-school children; springtoys in the shapes of sea lions and other marine creatures; a sandbox with a "sinking ship" play structure; a decorative fence to provide a safe barrier around the play area, and decorative "buoy" portals marking the entry gate; and benches and tables for parents and children. Ms. Barton said that the play area was designed to provide a variety of creative play experiences for young children, and to meet all safety and accessibility codes. Ms. Neches said that construction costs for the play area total approximately $400,000, and the play area is expected to be complete by late spring/early summer 2000. Members of the CAC made suggestions about incorporating tiles or other personalized design elements into the concrete play wall. The CAC voted to unanimously approve the schematic design for the Children's Play Area.

Action on Rincon Park

Judith Patterson, chair of the Rincon Park Subcommittee, stated that Rincon Park subcommittee endorsed the design for Rincon Park by a vote of 3 to 1 at the subcommittee meeting of January 10th and recommended that the full CAC endorse the Rincon Park design. Ms. Patterson stated that the restaurants would be considered by the CAC separately from the design of Rincon Park. Joe Nootbaar highlighted changes to the Rincon Park design including the preservation of the Howard Street view corridor and the preservation of important public views through the historic arches from the pedestrian walkway within the Hills Plaza development across The Embarcadero; the softening of the Folsom Street entry with additional planting materials and the removal of the food kiosk from the Folsom Street entry; and the inclusion of skateboard resistant designs and materials where needed. Cindy Saunders of Olin Partnership described the design for Rincon Park. Ms. Saunders said that the goals of the proposed plan for the Park Site are to create a protected pedestrian park oriented toward the Bay, and to create and preserve water views from inside and outside the Park. The Park is generally divided into two rounded lawns, which are raised and "tilted" toward the water, separated by the main Park entryway, which aligns with the view corridor of Folsom Street. Ms. Saunders said the lawn areas gently slope toward the Bay to provide sitting, picnicking, and playing areas from which to look over the activity of the Park, Herb Caen Way and the water, with protection from the noise and traffic of the adjacent Embarcadero. Ms. Saunders stated that these knolls reach a maximum height of seven feet above the Embarcadero sidewalk, but slope down quickly to preserve views from outside the Park. Ms. Saunders said that the Restaurant Site is situated near but not at the southern boundary of the Park, so as to maximize the sense of public open space surrounding the Restaurant Site, and to preserve important public views through the historic arches from the pedestrian walkway within the Hills Plaza development across The Embarcadero. Ms. Saunders said that in addition to the broad lawn areas, landscaping would include perennial and native planting beds intertwined with the seating walls along the promenade, and shrubbery along The Embarcadero. Trees will mark the entry and boundaries of Rincon Park but will be used sparingly to avoid impeding views from outside of the Park. Ms. Saunders also said that the current park design includes a sculpture by Claes Oldenburg and Coosje van Bruggen, which the Gap proposes to donate as public art. The proposed sculpture by Mr. Oldenburg and Ms. Van Bruggen is entitled "Cupid's Span." It is designed in the form of Cupid's bow and arrow partially buried in the ground. Ms. Saunders said that the sculpture will be approximately 60 feet tall and 130-140 feet wide at the tips of the "bow", but is relatively transparent and will not obscure views inside or outside the Park. The sculpture will be located at the crest of the grassy knoll in the northern portion of the Park. The sculptor proposes to construct the sculpture of a fiberglass composite or similar material, with other elements such as steel and aluminum. Ms. Saunders said that the Gap would retain

responsibility for maintenance and repairs of the sculpture. Ms. Saunders stated that the next phases of park design will include locations and detailed designs for lighting fixtures, park furnishing including trash receptacles and bicycle racks, and color and material selections for walking surfaces and the seating walls. Ms. Saunders said that special attention will be paid to using designs and materials that discourage vandalism and inappropriate use by skateboarders, and to creating features that are particularly attractive to children.
The CAC adopted a resolution endorsing the schematic design for Rincon Park by a vote of 16 to 1. The CAC resolution endorsing the schematic design for Rincon Park is attached to the January 24, 2000 minutes.

Ballpark Matters

Other Matters
Alfonso Felder of the San Francisco Giants provided an update on the events that are scheduled at Pacific Bell Park through opening day, April 11th. Mr. Felder stated that the Giants will be holding small events on site in mid-March; on Friday, March 31st the Willie Mays statue will be dedicated and the first exhibition game will begin at 7:35 PM; there will be another exhibition game held on Saturday, April 1st; a neighborhood walk through of the Park will be on Saturday, April 8th; and the first game of the season will take place on Saturday, April 11th. On April 11th, there will also be a party for the public on Pier 30-32 to celebrate the opening of the Ballpark with a music guest. Mr. Felder said that over 28,000 season tickets had been sold, and there will be a public sale of tickets on February 26th. Mr. Felder said that the restaurant (~7,500 square feet) at 3rd and King Streets is called "24" and will be open year-round. Mr. Felder stated that Catholic Healthcare West at the Ballpark, will be open on non-game days and will serve as a neighborhood health center. Mr. Felder said that transit information has been provided to season ticket holders, and Giants transit info is available on the Giants website and on the Travinfo hotline. Mr. Felder said the Giants have a significant radio and television campaign planned that will inform the general public about transit information to the Ballpark. Mr. Felder said that ferry service has been arranged from Larkspur, Tiburon, Sausalito, Richmond, and Oakland. Mr. Felder stated that the Pacific Bell Park sign has been installed and the lights need to go through a "burn-in" period for the next 3 to 4 weeks.

Mitigation Measures Update from Lu Blazej
Lu Blazej stated that at the next CAC meeting, persons from Parking and Traffic and Public Works will be attending the meeting to review and discuss the operations measures and capital improvement projects that are directed toward addressing concerns for transportation, safety and quality of life related to the capacity attendance at Pacific Bell Park.

Update on Coke Bottle Installation
Patricia O'Brien, landscape architect consultant to the Giants, stated that the double-row of Palm trees are in their permanent location along the pedestrian walkway; however, the bamboo planting and fence adjacent to the Giants truck access area are not yet in place. Ms. O'Brien said that the Coke Bottle needs to be put into its permanent location as well. Ms. O'Brien said that some of the Palm trees had unfurled. Ms. O'Brien stated that for transport purposes, the palm trees had been trimmed and the lower fronds of the palm heads had been removed. Ms. O'Brien distributed pictures of the same species of Palm trees as those planted along the pedestrian walkway and with similar spacing. Ms. O'Brien explained that the pictures showed Palm trees at the time of installation and "after" pictures of the Palm trees when the fronds had fully unfurled and recovered from the initial transport shock. The "after" pictures Ms. O'Brien showed were of dense, bushy headed Palm trees. Members of the CAC said that it was difficult to evaluate the pictures and the effectiveness of the screening plan without the additional screening elements in

place. The CAC moved to table the discussion of the effectiveness of the screening plan from South Beach Park until the elements of the screening plan were in place and the Coke bottle was in its permanent position. Ms. Neches stated that the CAC resolution and the Redevelopment Commission resolution to screen the Coke Bottle required the screening of the Coke bottle from the South Beach Park area. A member of the public stated that the Coke bottle should be screened from all points of view outside Pacific Bell Park.

Site G "Brannan Square" Presentation

The Brannan Square project sponsors and architects did not present the revised schematic drawings for the Brannan Square residential project because there was not enough time left on the agenda. However, the project sponsor asked members to contact Mariposa Management at 415-487-8538 with questions and comments about the project.

Eller Media Billboard Sign Discussion

Mr. Haas stated that George Broder of Eller Media stated to him that Eller Media did not need a building permit to install new lighting technology on the billboard sign, and that Eller Media would be contacting members of the CAC individually to discuss concerns about the sign.

Other Matters

Port Matters

Mr. Haas said that the CAC should be thinking about the type of open space area that they would like to see built at the Brannan Street Wharf which will be about 57,000 square feet. Anne Cook of the Port said that the Port is continuing negotiations with the Bay Conservation Development Commission (BCDC) on the Special Area Plan, and that an update by Diane Oshima or Alec Bash of the Port will be provided at the next CAC meeting. Mr. Haas asked Ellen Johnck and Martin Fay to co-chair a subcommittee on the Brannan Street Wharf.

There was no public comment and the meeting was adjourned.

Rincon Point-South Beach Citizens Advisory Committee Meeting
Minutes of the Meeting of March 20, 2000
San Francisco Redevelopment Agency
Meeting held at: South Beach Yacht Club, Pier 40 on The Embarcadero

Present:
CAC Members: Joyce Armstrong, John Bizzell, Anne Ching, Philip DeAndrade, Richard Dickerson, Babette Drefke, Martin Fay, Alfonso Felder, Larry Florin, James Haas, Drew Harper, Redmond Kernan, Jeffrey Leibovitz, David Osgood, Judith Patterson, Vicki Simon, Michael Sweet, Paul Warenski, Beverly Wilson

Guests: Pat Wilson, Eric Trosler, Ken Hagen, Corinne Woods, Dennis MacKenzie, Diane Aubry, Jack Bair, Steve Vettel, Anne Mudge, Brent McDonald, Bob Herr, Joe Nootbaar, Jim Jennings, Peter Pfau, Cheryl Barton, Reed Hearon, Ed Makin, Rick Giboney, Anne Cook, Kari Kilstrom, Andreas Grechi

Staff: Tiffany Bohee, Amy Neches, Jim Nybakken, Walter Yanagita, Lu Blazej (consultant to SFRA & CAC)

The meeting was called to order.

Ballpark Matters

Ballpark Impact Monitoring Report Form and Discussion

Lu Blazej reviewed the Ballpark Impact Monitoring Form. Mr. Blazej stated that the purpose of the form was to identify issues and problems associated with events at Pacific Bell Park and to work with the City and the Giants to develop solutions. Rick Dickerson stated that the form was available online (Southwaterfrontforum.org), and that the form would be distributed by property managers to residents. Mr. Blazej stated that the information submitted would be analyzed and areas of concern would be reported to City departments at the Mission Bay/Ballpark Transportation Coordinating Committee meeting on April 4th. Mr. Blazej said that property managers and CAC members should observe what happens during the first two games. A special meeting of the CAC was set for 5:00 PM on April 3rd to evaluate the impact of the first two games at the ballpark on the neighborhood. Mr. Leibovitz said that Captain Sylvia Harper was new to Southern Station and should be introduced to the CAC and the community.

Other Matters

Alfonso Felder reported that the Giants would be holding an event on March 21st for construction workers, an exhibition game of March 31st, a public walk in the park and food drive on April 8th, and an event for season ticket holders on March 29th. Mr. Felder reported that there was a high transit response for season ticket holders and that restaurant "24" would be open on opening day.

Update on South Beach Harbor Expansion and Pier 40 Improvements

Amy Neches said that the parking lot should be paved in about 4 weeks and the landscaping in the parking lot should be completed in approximately 7-8 weeks. Ms. Neches stated that there was a security guard on duty at Pier 40 to check parking permits on game days. Ms. Neches said that the Agency was working with Cheryl Barton's office on the play area construction details with an expected completion date of the play area in June. Ms. Vicki Simon stated that the space between the bottom horizontal cables at the fishing pier appeared unsafe for small children, and in response Mr. Nybakken stated that the Agency was investigating the matter and would be

working with the Port to devise an appropriate design solution. Ms. Neches stated that the Agency would be issuing a request for qualifications for the design and engineering of the Harbor Expansion Project improvements in the fall of 2000, subject to approval of the Board of Supervisors of the Agency's annual budget request.

Presentation and Possible Action on Site G "Brannan Square"

Ms. Neches stated that the Agency is negotiating with Lennar/Mariposa to execute a Development and Disposition Agreement (DDA) and that the DDA negotiations parallel the design process. Larry Florin stated that the EIR public hearing is scheduled for March 23rd and that the public comment period closes on March 24th. Mr. Florin introduced Stu During who prepared the Draft EIR for the project sponsors. Mr. Florin said that Brannan Square is located within the South End Historic District and partially within the Rincon Point-South Beach Redevelopment Project Area. Mr. Florin introduced Andreas Grechi of MBH Architects. Mr. Grechi said that the project would consist of the rehabilitation of two historic warehouse buildings, the Gallo Salame building at 250 Brannan and the art deco warehouse at 1 Federal, and the replacement of vacant structures at 200 and 41 Federal with 251 new condominiums, including 51 affordable units. Mr. Florin stated that the project sponsors would investigate putting a 3000 sq. ft. retail space at the Brannan/Delancey Street corner. Members of the CAC commented on the need for neighborhood retail and suggested that retail would help the "dead" Brannan/Delancey Street corner of the current design for Brannan Square. Members requested that the project sponsor survey the neighborhood to determine the types of services that people need and want. Some members stated that the building massing was too bulky, massive, and square. Mr. Florin stated that the fourth and fifth levels of the building at 200 Brannan had been stepped back and the façade was layered to help reduce the building's apparent mass. In response to a CAC member's question about the proposed yellow roof, Mr. Grechi stated that the yellow roof color was for visual interest, but the project sponsors were open to color suggestions. Mr. Florin stated that the open space at the muse would be open to the neighborhood community during the day and closed at night. Ms. Neches stated that the project sponsors would follow the Agency's equal opportunity program. In response to CAC concern about vehicular congestion on Delancey, Mr. Grechi stated that the project sponsors have included a vehicle exit, which would be right turn only, on Brannan Street. Mr. Florin stated that a total of 419 parking spaces were analyzed in the EIR, which includes 50 parking for the office tenant and a maximum of one space for each residential unit. CAC members asked the project sponsors to consider more parking for the office tenant and more parking to be used as guest parking for neighboring residents. Mr. Florin stated that the project sponsors would return to the CAC at their next meeting with revisions based on CAC comments and hoped that the CAC would be prepared to recommend approval of the project at that time.

Port Matters

Presentation on Rincon Restaurants

Kari Kilstrom of the Port stated that the Port would like to hear the CAC's comments on the restaurants, over which the Port Commission has jurisdiction. Ms. Kilstrom stated that in 1998, the Port issued a Request for Proposals for the Restaurant Site and in 1999 entered into exclusive negotiations with a restaurant operator and developer, Reed Hearon of Nice Ventures, Inc. Mr. Hearon stated that the 12,000 square feet of building footprint area for the restaurant site is proposed as two restaurants joined by a central courtyard or "piazza" that interfaces with the park and waterfront promenade. Mr. Hearon stated that the piazza would be 8,000 square feet of plaza and have outdoor dining spaces for the restaurants. Mr. Hearon introduced the two architects for the restaurants: Peter Pfau for the north restaurant and Jim Jennings for the southern restaurant.

Mr. Jennings stated that the park "wraps" the building site and the goal of the architecture was to have as much physical and visual access as possible. Mr. Jennings said that the piazza was slightly elevated to overlook the promenade and the Bay. Mr. Jennings said the entrance to the southern restaurant was off the Embarcadero, the bar area downstairs was part of the "low volume" of building architecture, and the dining room downstairs contained a "large volume", double height space. Mr. Jennings said that the upstairs contained a private dining room with a terrace as well as functional space and an office. Peter Pfau stated that the entrance to the north restaurant was at grade and that the pick-up/drop-off areas were shared with the southern restaurant on the Embarcadero side. Mr. Pfau said that the trash areas were concealed with attractive doors, and that the kitchens in the southern and northern restaurant were glassy and transparent. Mr. Pfau stated that outdoor dining area for the northern restaurant was located at the edge of the piazza. Mr. Pfau stated that there was a banquet room upstairs and that the mechanical equipment was recessed into the building and was not visible from the building's roof. Mr. Pfau said that the long wall on the Embarcadero had been eliminated and that the southern restaurant siting preserved the important view corridor from Hills Plaza. Cheryl Barton, of the Office of Cheryl Barton, described the related landscape architecture for the restaurants and piazza. Ms. Barton said that the drop-off area for the restaurants on the Embarcadero would be delineated by bollards and that the designers are investigating incorporating more green areas into the piazza design.

In response to questions about the restaurant height, Mr. Nootbaar stated that the restaurants were 17 feet above the average grade of the park and were about 19 feet from the back of the curb of the Embarcadero sidewalk. A CAC member suggested that the double volume for the restaurants be reduced. In response to CAC concern about the double height volume for areas of the restaurants, Mr. Hearon stated that there are double heights to maximize the useable square footage to make the restaurant operation economically feasible. Mr. Hearon said that the City (Port) had stated that one large 12,000 square foot restaurant was not desirable. Ms. Patterson said that she had the signatures of over 300 persons who favored the park be developed without restaurants, and she suggested that the Port move the restaurant operation into Seawall Lot 347S. Anne Cook of the Port stated that the Port had sent to Ms. Patterson on March 20th an official response to her letter regarding the restaurants in Rincon Park. Ms. Cook stated that the siting of Rincon Park and the restaurant development within it, was the product of nearly 25 years of waterfront public planning. Ms. Cook stated that the restaurant development would enliven the park activities and would provide an opportunity for more sheltered views of the Bay.

Public Comment

Richard Giboney said that he was a partner in Restaurants Unlimited, which owns and operates Palamino, a restaurant on the first floor of the Hills Plaza building. Mr. Giboney said that existing public views of the Bay from the Muni stop would be blocked by the Rincon restaurants, views from the Embarcadero would be blocked, as well as views from the first floor of Hills Plaza building, including the view from Palamino restaurant as well as the views from other establishments in the Hills Plaza building. Mr. Giboney introduced Brent McDonald who is an architect for the Palomino restaurant group. Mr. McDonald showed elevation plans of what the view from the Embarcadero would look like with the proposed siting and massing of the restaurants. Mr. McDonald suggested that the CAC recommend shifting the north restaurant to preserve the views that would be lost with the current siting and massing.

There was no other public comment and the meeting was adjourned.

Rincon Point-South Beach Citizens Advisory Committee Meeting
Minutes of the Meeting of April 17, 2000
San Francisco Redevelopment Agency
Meeting held at: South Beach Yacht Club, Pier 40 on The Embarcadero

DRAFT

Present:
CAC Members: John Bizzell, Anne Ching, Richard Dickerson, Babette Drefke, Martin Fay, Alfonso Felder, Larry Florin, James Haas, Ellen Johnck, Michael Karasik, Jeffrey Leibovitz, Toby Levy, Judith Patterson, Vicki Simon, Michael Sweet, David Osgood, Beverly Wilson

Guests: Pat Wilson, Rose Meyer, Eric Trosler, Ken Hagen, Corinne Woods, Dennis MacKenzie, Ken Harrington, Anne Mudge, Joe Nootbaar, Tay Via, Jim Jennings, Peter Pfau, Cheryl Barton, Reed Hearon, Doug Dahlin, Anne Cook, Kari Kilstrom, Suheil Totah, Andreas Grechi, Michael Kaplan

Staff: Tiffany Bohee, Amy Neches, Jim Nybakken, Matt Schwartz, Lu Blazej (consultant to SFRA & CAC)

The meeting was called to order.

Approval of February 28, 2000 Minutes

The minutes of meeting of February 28, 2000 were approved.

Ballpark Matters

Other Matters
CAC members reported that there were airplanes pulling advertising banners over South Beach/South Park and that there were helicopters hovering over South Park for over 12 hours on a game day. Mr. Haas said that in order to address the issue with the FAA, CAC members must note the advertiser/sponsor, the "N" number on the aircraft, and the time and approximate location of the incident. Rose Meyer, permit officer of the San Francisco Police Department, was introduced to the CAC. Ms. Meyer said that she was checking and citing businesses on game days, and asked the CAC to take note of any businesses, pushcart and the like, which did not have the proper permits. Mr. Haas noted that there were scalpers on 2nd and Townsend. The CAC observed that MoMo's appeared to be encroaching on the public sidewalk, Delancey Street Foundation was selling beer to go and Giants paraphernalia, and Paragon appeared to encroaching on the public sidewalk on 2nd Street. Ms. Levy asked that the CAC send each of the businesses a letter noting their respective violations and that there activities would continue to be monitored by the CAC. In response to CAC concern about the lack of conditions on Paragon's permit for liquor, Ms. Neches stated that she would look into the terms of the ABC permit for Paragon. Members also commended the Giants on the ballpark operations.

Commuter Parking on Giants Parking Lots
Alfonso Felder said that the planned commuter parking on Giants parking lots was generated from a request by the Mayor's Office to find additional parking spaces to help compensate for the parking loss in the area from immediate development, such as Mission Bay, and the Bay Bridge retrofit. Mr. Felder stated that the Giants have requested approval from the Redevelopment Agency to use the Catellus-owned "Lot C" for commuter parking and anticipate submitting a request in early summer to the Port to use "Lot A" for commuter parking. Mr. Felder stated that Lot C has approximately 362 spaces and Lot A has approximately 1800 spaces. CAC members expressed concern about enforcing the no commuter parking ban on game days and nights. Mr. Haas asked that the parking rates be structured to be favorable for daily parking users but non-favorable for monthly users.

Update on South Beach Park and Harbor

Jim Nybakken of the Redevelopment Agency said that there should be asphalt on the Harbor parking lot by May 1 with landscaping complete by the end of May. Mr. Nybakken stated that the delay to the opening of the parking lot was due to the discovery of unknowns, such as abandoned railroad tracks, during demolition. Mr. Nybakken stated that the Agency had recently met with an independent cost estimator to ensure that the budget and scope of work for the children's play area was within the budget. Mr. Nybakken stated that the Agency anticipates issuing contracting bids by mid-May with an anticipated opening of the play area by the end of June. Mr. Nybakken stated that the Agency was working on resolving ADA accessibility issues and incorporating new park and safety codes into the design of the children's play area. Mr. Nybakken reported that the Agency had approval from the Redevelopment Commission and the State Department of Boating and Waterways for the Harbor Expansion improvements and would be seeking approval by the Board of Supervisors as part of the Agency's annual budget request. Mr. Nybakken stated that with an architectural and engineering firm selected by the Commission in September 2000, the Harbor Support Building would be open in September 2003. Mr. Nybakken stated that the fishing pier and railings were built according to building code at the time the fishing pier was installed, but the Agency was exploring voluntary solutions to fix the space between the bottom railings. Mr. Nybakken stated that the Agency was working with the Port to come up with an appropriate building code and design solution.

Presentation and Action on Site G "Brannan Square"

Larry Florin of Mariposa Management introduced the project architect, Andreas Grechi of MBH Architecture, and Steve Lee of Eikon/Swinerton Construction. Mr. Florin stated that the project sponsors had submitted a formal request to the Agency to allow for a 10% variance (24 parking spaces) to the 242 residential parking spaces. Mr. Florin stated that there were 150 spaces set-aside for the commercial site at 250 Brannan. Mr. Florin stated that vehicles could enter and exit off Delancey Street and that there was an additional garage exit on Brannan Street. Mr. Florin stated in that the project design also included 3,000 square feet of retail at the corner of Delancey and Brannan. Ms. Simon noted that the stepping back of the top floors of the building at 200 Brannan had already been changed by the March 20th CAC meeting. Mr. Florin said that the inclusion of the first bullet point on page 2 of Totah's April 12th letter to James Haas was an oversight. There was a concern by a CAC member that 200 Brannan still appeared too massive and a suggestion to investigate other design solutions to mitigate the building's apparent mass. There was a concern by a CAC member about the inclusion of the tower element at the corner of Delancey and Brannan Street and a suggestion to push the corner of the building at Delancey and Brannan further back from the property line. Ms. Neches stated that although the Landmarks Board recognized that the deteriorating wall was "contributory", there was no qualitatively negative opposition to demolishing the wall. Mr. Neches stated that Landmarks and Heritage supported the Brannan Square project and these boards were most concerned about the treatment of the Gallo building at 250 Brannan and One Federal. The CAC adopted a motion, 14-1, to approve the Brannan Square project. Two persons recused themselves, Jim Haas and Larry Florin.

Presentation on City CarSharing Cooperative

Kate White, a Board Member, of City CarSharing Cooperative, stated that CarSharing is a neighborhood-based carsharing cooperative modeled after similar successful programs in Europe and Canada. Ms. White said that CarSharing allows people to use vehicles when needed, and pay based on how much they drive. Ms. White said that members pay a refundable $300 damage

deposit and a $1.50 hourly use fee, which would be capped at ten hours per day. Ms. White said that the car would recognize the user, record the mileage and duration of use, and at the end of the month, the user would get a bill. Ms. White said that the cars would be kept in small neighborhood lots, and that the program would be initially launched in North Beach, Chinatown, the Tenderloin, and Nob Hill.

Port Matters

Other Matters

Kari Kilstrom of the Port said that the Port was in the process of submitting a grant to fund planning and design services for the Brannan Street Wharf and that Port would soon be contacting the CAC members who expressed interest in participating the advisory group. Ms. Kilstrom said that the Port Commission had authorized the bids to be released for China Basin Park. Ms. Kilstrom stated that the Port had been working with the Mission Creek Conservancy to create pockets of ponding to allow for habitat growth, and that there was variety in size in the riprap to make it more decorative. Ms. Kilstrom stated that the Port was on target for opening China Basin Park by opening day 2001.

Presentation and Possible Action on Rincon Restaurants

Joe Nootbaar of Wilson Cornerstone introduced Peter Pfau, the architect for the north restaurant, and Jim Jennings, the architect for the south restaurant. Mr. Nootbaar said that the restaurants were at a basic concept design level. Mr. Jennings and Mr. Pfau showed elevations of the restaurant buildings and computer renderings of the massing of the restaurants. Mr. Cornerstone stated that James Goodman, the materialist consultant for the Port's buildings on the Waterfront and the Ferry Building, was also advising on the building materials for Rincon restaurants. Mr. Jennings stated that a possible material for the south building was corten steel, which is mahogany in color and changes over time. Reed Hearon described the architectural concepts for the restaurants as different but related modernist buildings. Mr. Hearon stated that the computer renderings were not an accurate depiction of the buildings' details. A CAC member was concerned that the south restaurant appeared too massive and unarticulated and suggested that the 2nd story massing should be reconsidered. Mr. Jennings stated that tall volume depicted in the elevations was the large kitchen, and the architectural element that seemed to pop-up from the piazza elevation was concealing the exhaust for the grill. Mr. Hearon stated that more design work was necessary to resolve concealing the mechanical equipment. Some CAC members objected to the modernist restaurant architecture, and some members felt that the restaurants were appropriate in light of the other CAC approved developments such as the Cruise Ship Terminal at Pier 30-32. Some CAC members suggested that the porte-cochere should be re-thought or removed. In response to a question about the size of the buildings, Mr. Hearon stated that the restaurant siting and design was a direct response to the Port's RFQ and the design was two smaller buildings within the 12,000 square foot footprint with an 8,000 square foot piazza.

Anne E. Mudge of Washburn, Briscoe, & McCarthy who represents Restaurants Unlimited, the owner of Palomino, distributed a rendering prepared by Brent McDonald, an architect for Palomino. Ms. Mudge stated that in order to preserve public views from the MUNI transit stop and the views from Palomino and the businesses at the base of the Hills Plaza building, the porte-cochere should be eliminated from the design and the north restaurant should be shifted perpendicular to its current position. Ms. Mudge stated that the 2nd story massing of the south restaurant should also be reduced to preserve views. No CAC action was taken on the design of Rincon Restaurants.

There was no other public comment and the meeting was adjourned.

PORT OF SAN FRANCISCO

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MEMORANDUM

May 3, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Approval of Contract with Brown & Wood LLC and Law Offices of Pamela Jue for Bond Counsel Services.

DIRECTOR'S RECOMMENDATION: Approve Resolution approving contract with Brown & Wood LLC and Law Offices of Pamela Jue for Bond Counsel Services.

Port staff recommends the Port Commission retain Brown and Wood LLP in a joint venture with the Law Offices of Pamela Jue, an MBE/WBE business enterprise that is registered with HRC, to serve as co-bond counsel for the Port. Brown and Wood LLP and Pamela Jue were first retained to serve as outside bond counsel for the Port in 1994. Their current contract will expire on June 30, 2000. They have been selected from the Bond Counsel Pool that was selected through an RFP process by the City Attorney's office.

Under the current contract Brown and Wood LLP and Pamela Jue are involved with development projects that are currently in negotiation. For continuity purposes, as well as general satisfaction with their services, staff recommends that these two firms remain as bond counsel. The term of the proposed contract will commence June 1, 2000 for a term of three years. The scope of the work will include legal advice regarding the use of tax exempt financing for real estate development projects at various Port sites, assistance with any debt issuance and on-going advice and interpretation of the Port's existing outstanding debt.

This Print Covers Calendar Item No. 9A

Bond Counsel services are budgeted at $40,000 annually. Fees and expenses for any debt issuance will be paid from proceeds of the debt. The hourly rates for both firms, as negotiated with the City Attorney's office are as follows:

Brown and Wood:	Eric Tashman	$375 per hour
	Clifford M. Gerber	$350 per hour
	Jan Hanson	$250 per hour
Pamela S. Jue:	Pamela S. Jue	$315 per hour
	Legal Assistant	$50 per hour

These rates are fixed for the entire contract term, including the option periods. If any personnel are substituted, the new personnel will be charged at the same rates as the original personnel.

Staff recommends the Commission authorize the Executive Director to execute a contract with Brown and Wood LLP in a joint venture with the Law Offices of Pamela Jue using the Port's standard consulting services contract terms and conditions and incorporating the scope of work, hourly fees and term stated above, in a form approved by the City Attorney.

Prepared by: Stephanie Downs, Finance Manager

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-39

WHEREAS, The Port currently retains Brown and Wood LLP in a joint venture with the Law Offices of Pamela Jue to perform as needed services; and

WHEREAS, Brown and Wood LLP and the Law Offices of Pamela Jue were selected to participate in the Bond Counsel Pool by the Office of the City Attorney; and

WHEREAS Staff recommends that Brown and Wood LLP and the Law Offices of Pamela Jue be retained as Bond Counsel for continuity purposes; now, therefore be it

RESOLVED, That the Port Commission approves the selection of the joint venture of Brown and Wood LLP and the Law Offices of Pamela Jue to serve as Bond Counsel for the Port; and be it further

RESOLVED, That the Executive Director is hereby authorized to execute a three year contract with Brown and Wood LLP and the Law Offices of Pamela Jue using the Port's standard consulting services contract terms and conditions, in a form approved by the City Attorney.

I hereby certify the foregoing resolution was adopted by the Port Commission at its meeting of May 9, 2000.

_____
Secretary

w/Agenda 6/13/00

DOCUMENTS DEPT.

JUN - 9 2000

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SAN FRANCISCO
PORT COMMISSION

MAY 9, 2000
MINUTES OF THE REGULAR MEETING

MEMBERS, PORT COMMISSION

HON. KIMBERLY BRANDON, PRESIDENT
HON. BRIAN McWILLIAMS, VICE PRESIDENT
HON. DENISE McCARTHY
HON. MICHAEL HARDEMAN
HON. PIUS LEE

DOUGLAS F. WONG, EXECUTIVE DIRECTOR

CITY & COUNTY OF SAN FRANCISCO
PORT COMMISSION

MINUTES OF THE REGULAR MEETING
4:00 P.M., TUESDAY, MAY 9, 2000

1. **ROLL CALL**

Commission President Kimberly Brandon called the meeting to order at 4:50 p.m. Commissioners Brandon, McCarthy and Hardeman were present. Commissioners McWilliams and Lee were not present.

2. **APPROVAL OF MINUTES** - April 18, 2000 Special Meeting

ACTION: Commissioner Hardeman moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor. The minutes of the April 18, 2000 were adopted.

3. **EXECUTIVE**

A. Executive Director's Report:

1) KFOG 104.5, San Francisco, will hold its 7th annual "Kaboom" Concert/Festival and Fireworks display on Saturday, May 13 at Piers 30/32. This year's event will begin at 4:00 p.m. with a festival and expo including a children's stage, followed by a free music concert with three headline music acts. Kaboom will end with a 20-minute "world class" fireworks show that begins at 9:00 p.m. Some 20,000 attendees are expected on Pier 30/32, with another estimated 250,000 viewing from locations along the waterfront on Herb Caen Way, from Pacific Bell Park to the Ferry Building.

2) The Port of San Francisco together with Muni and Department of Public Works received the American Institute of Architect National Urban Design award for 2000 for the Mid-Embarcadero Project which include the new Downtown Ferry Terminal. The award was presented in Philadelphia last week. The Port also received the Consulting Engineers and Land Surveyors of California Engineering Excellence Honor Award for the Ferry Plaza Seismic Retrofit project. The Port's design engineer, Winzler & Kelly, accepted the award on the Port's behalf.

Mr. John Glover of Winzler & Kelly presented the plaque to the Commission.

4. **CONSENT CALENDAR**

A. Adoption of Updated Rental Rate Schedule. (Resolution No. 00-35)

ACTION: Commissioner Hardeman moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor. Resolution No. 00-35 was approved.

5. MARITIME

A. Approval of Five-Year Marine Terminal Agreement for Compania Sud Americana de Vapores, S.A. (CSAV) at Pier 80 (Resolution No. 00-36)

Mr. Peter Dailey, Director of Maritime, indicated that the Port has concluded negotiations for a five-year Marine Terminal Agreement with Compania Sud Americana de Vapores, S.A. (CSAV) for use of Pier 80. CSAV has started a new service from Asia to Vancouver BC, San Francisco (the only U.S. West Coast port of call) and then down to Mexico, Panama Canal to the Caribbean, U.S. East Coast and back out to Asia. Their vessels will make a bi-weekly call with their first vessel call on May 12, 2000. In the future they will also call San Francisco on inducement for another CSAV service from South America up the U.S. West Coast. CSAV is a past customer of the Port. They called at Pier 96 and 80 as part of the Serpac Group serving Latin American. They pulled out of the Serpac Group in 1998 and have not served the Bay Area over the past two years. The agreement includes the following terms:

Material provisions of the agreement include the following: (i) five year term, commencing May 1, 2000 with the ability of either party to terminate as of each April 30; (ii) reduced wharfage and dockage rates based on the total annual volume; (iii) nomination of Pier 80 as their regular published Bay Area port of call.

Estimated annual revenue for the CSAV agreement is approximately $500,000 from wharfage, dockage, and crane rental, which is to be shared with MTC per our management agreement. With the recent service enhancement of Trans Pacific Lines and the signing of Polynesia Line, this is the third piece of good news that the Port's cargo operations have gotten since the beginning of the year.

Port staff and the Commission should take pride in the fact that as reported in the most recent American Association of Port Authorities report in 1999, the Port of San Francisco registered the second highest percentage increase in containerized cargo volume of any port in the Americas. He acknowledged the Marine Terminals Corporation and Maritime staff for their hard work in this marketing partnership with CSAV. Chilean Lines first vessel inbound from Asia will call from Pier 80 on Monday, May 15.

ACTION: Commissioner Hardeman moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor. Resolution No. 00-36 was approved.

B. Approval of amendments to Port Tariff No. 4 related to embarking or disembarking at Ferry Terminals, mooring at any wharf, dock or landing, and rules governing speed of vessels within China Basin, and recommending amendments to Section 1612 of the

Police Code regarding penalties for non-compliance with orders of the Port Commission. (Resolution No. 00-37) **THIS ITEM WAS TAKEN OFF CALENDAR.**

6. REAL ESTATE

7. FACILITIES & OPERATIONS

A. Authorization to award Contract No. 2658, "Piers 1-1/2 to 5 Marginal Wharf Repair, Phase 1" to the lowest responsible bidder, Power Engineering Contractors, Inc. (Resolution No. 00-38)

Mr. Alex Lee, Director of Facilities & Operations, indicated that the purpose of this construction project is to perform Phase I of repairs to the marginal wharf substructure from Piers 1-1/2 to 5. This Phase I work entails repairs to the first bay of the substructure adjacent to the seawall. The work will include the repair of the marginal wharf, shoring the buildings above the marginal wharf, architectural repair work related to the building shoring operations, and the construction of the promenade improvements located on top of the marginal wharf.

At its regular meeting of February 22, 2000, the Port Commission authorized staff to seek competitive bids for this contract to repair the marginal wharf. On March 8, 2000, Port staff advertised for competitive bids, and six bids were received. Two of the bids exceed the construction budget. Power Engineering Contractors, Inc. with a bid amount of $999,701 submitted the lowest bid. The Human Rights Commission has established subcontracting goals for this project at 8.6% for MBEs and 2.5% for WBEs. Port staff and HRC staff have determined that Power Engineering Contractors is the lowest bidder responsive to the HRC goals for the base contract and also satisfies the contract requirements.

The project cost will be funded from the Port's capital funds. However, a Caltrans grant from DPW will reimburse the Port pursuant to a Memorandum of Understanding (MOU) which has been approved by the City Attorney's Office and is being finalized. This MOU formulizes DPW's commitment to reimburse the Port for actual costs of specific work items, up to 110% of the sum of the bid amounts for specific bid items, or $1 million, which ever is less. Based upon the low bid, the maximum value of the reimbursable work under the MOU is $738,871 (including a 10% contingency).

Subject to final HRC certification for compliance with the Equal Benefits Ordinance, staff seeks authorization to award the contract for the Piers 1-1/2 to 5 Marginal Wharf Repair, Phase I to the lowest bidder, Power Engineering Contractors, Inc., for $999,701.00 plus a 10% contingency of $99,970.10 and that the Executive Director be authorized to accept the work after it is complete.

ACTION: Commissioner McCarthy moved approval; Commissioner Hardeman seconded the motion. All of the Commissioners were in favor. Resolution No. 00-38 was approved.

8. PLANNING & DEVE LOPMENT

A. Informational Presentation regarding the conceptual design for the Rincon Park Restaurant site.

Mr. Paul Osmundson, Director of Planning & Development, indicated that the Port issued an RFP a year and a half ago. Two proposals were received and Nice Ventures was selected. Reed Hearon, the Nice Ventures principal together with his team, will make a presentation of the conceptual design of the Rincon Park restaurants. The details on the Rincon Park and the proposed restaurant will be outlined in their presentation. Both the park and the restaurant are located within the Rincon Point subarea of the Rincon South Beach Redevelopment Plan. The relocation and realignment of the Embarcadero roadway which was planned more than two decades ago and this redevelopment plan was adopted in 1981 that calls for the development of a restaurant and a park in this area adjacent to the waterfront is a project that is extremely exciting. Staff has been in negotiations with Nice Ventures regarding a development agreement and lease. Staff expects to seek approval of those documents at the next Commission meeting of May 23. At that time, staff will also seek Commission's approval of the conceptual design of the restaurants. This is an area subject to BCDC review as it is under their jurisdiction. The Waterfront Land Use and the Design Access Element cover this area as well. Staff is very enthusiastic about the design and the way the team has responded to all applicable land use and design documents. They have worked extensively with the Rincon Point South Beach CAC throughout the planning process for the park and are now working with the CAC on the design of the restaurant. They have also presented this design to the Waterfront Design Advisory Committee which is made up of representatives of the Port, the Planning Commission and the Mayor's office.

Mr. Nootbar, on behalf of the design team for both the park and restaurants, shared the design detail on the architecture of the restaurants that have come together along with the park which is in concert with the open space design. They are very excited about the energy and the activity that this open space is going to have because of the inclusion of the restaurant. Mr. Nootbar mentioned that Mr. Pfau is the designer of the north restaurant and Jim Jennings is the designer of the south restaurant.

Mr. Peter Pfau indicated that they worked very hard to address all of the participants concerns. He spoke about the context of the buildings. He showed a rendering that shows the large gestures that define public space in the park area paralleled by large gestures which define the public space that's defined by the restaurant. The two restaurants create a public piazza towards the water. The design of the restaurants takes into consideration two overriding concerns: (1) creating a space that has some degree of wind shelter and enclosure while at the same time (2) balances that with a strong connection to the park. The north restaurant has an extremely transparent element that mitigates between the piazza and the public park allowing views through that area. The restaurants make a ying-yang relationship. The transparency of the building allows views from the piazza to the park but also provides a sense of enclosure to this space. The two buildings are conceived as different in character. The north restaurant is very transparent i.e. it is opened up in a number of ways to

allow views from the Embarcadero towards the water as well as the transparency of the dining room. They worked very hard to treat the portal into the piazza in a way that afford views to residents of Hills Plaza. The south restaurant is in some ways slightly different. The north restaurant is more transparent and has stone and glass and it creates a sense of variation to the overall composition since it does have a long street presence that is broken up by the articulation of the two buildings. There is also a concern to join the two buildings together by the use of a covered walkway area that provides shelter to people who are being picked up from a drop off zone on the street. One of the key ideas of the siting of the building which has caused it to be located where it is in the park is that the park be allowed to surround the buildings, hence there is landscape at the beginning of the site facing the Embarcadero and significant new landscape that's evolved in response to some of BCDC's comments. They have added greens in front of the piazza. The sense of the buildings are being surrounded by the park in the park.

Design of the piazza place – the mood of the space has a temporality that changes its character at the beginning, at the middle and at the end of the day and they would like to capture that character for this space. There are also boundaries to these spaces where people are not quite in the space but have a threshold to the space. With the portal element between the two restaurants, they try to create a place that not only provides a practical rain enclosure but also creates a portal that defines the entry to the public space. The space itself is very open and flexible in its character. Divisions that surround the tables would be temporary, enclosures were defined public/private barriers which will change over time. They have worked with the CAC to look at the building heights, the building transparencies and it depicts the process they have gone through of increasing the transparency of the building between the Embarcadero and the waterfront. The rendering of the portal shows that the collage is taken standing on the podium of Hills Plaza and there is a coincidental alignment of the view of where the covered walkway is which minimizes its affect on the view. They worked hard to pull things out of this view, to pull the building away from the portal on both sides and to create a transparency on the second floor of the restaurant.

There are windows into the kitchen of the restaurant that show activity. There is a bar in the north restaurant that is directly adjacent to the entry portal which serves as an activator to that entry.

The landscape around the buildings has evolved. There is currently a plan to put a Decaux toilet at the very tip of the building and treat the area in front of the fire station as if it were a component of the park and the development of the area to maximize the relationship between the public's view out and the restaurant users within. The area in front of the piazza is developed with seating that provides a place for the public who is walking along the promenade to sit down, pause a moment and participate in the activity of the piazza. There is an extension of the piazza that can be used for bands and there is a notion that the space may have a program use at certain times of the day and different kinds of activities. It is conceived as a very lively space. In addition to the tables used for the restaurants, tables will be provided for use by the general public for brown bagging.

Mr. Reed Hearon indicated that as shown on the amount of detail presented how much they tried to work with a number of countervailing forces from neighborhood input to residents and businesses across the street to site lines to BCDC and they feel they have done a good job of creating the space that will greatly enliven this park and invite people into it. It is a great opportunity for the City.

Mr. Pfau added that the position of the restaurant has been carefully worked over so that there is a very important view from the center arches of Hills Plaza that has been preserved. He showed a diagram that showed that important view, which was important to the residents of Hills Plaza. They have been very careful to position the building as far away as they could from the view shed at the end of Folsom Street. From every direction, they have been carefully positioning the building to optimize the best relationships. In this case, the building is pulling away from the street that creates a depth of park that provide a kind of visual release to the Embarcadero side. He showed a diagram that shows the original location of the restaurant as conceived of in the RFP and it shows the affects of the views that it would have. He also showed a diagram that shows the configuration where views are opened up considerably.

Anne Mudge, representing RUI, the owner of Palomino, indicated that Palomino has been in that location for many years. Palomino welcomes the park and the restaurants. What it does not welcome is the view blockage. Palomino is a great restaurant with great food but it also enjoys a spectacular view of the bay which will be very badly compromised by the construction of the two-story restaurant. The issue for them is not one of economic competition as the City is full of great restaurants and two more on the waterfront will only enhance Palomino's location. The issue is the view. They have taken a look at the view impacts and have noted that their view coincides with the important public view i.e. the view of the water from the Muni transit stop, directly across from the Embarcadero. They have been very disappointed in their discussions with the developer. They have met with them on numerous occasions for the past several months and have not made any headway whatsoever in getting any relief for the view blockage. The changes that the team has shown in their design have occurred before they asked them to take a look at the issues. Since January of this year, nothing has changed with respect to the view. As Port staff mentioned, this project is governed by the Waterfront Land Use Plan and by the Waterfront Design & Access Element. Both of those documents called for a one-story restaurant in this restaurant. Page 83 of the Waterfront Design & Access Element states that the proposed Rincon Park includes a planned single story restaurant south of Folsom Street view corridor. Page 87 of the same document states that Rincon Park will include a one-story restaurant in the southern portion of the park. In the same page it places a 17-foot height limit on this one story restaurant. Somehow the restaurant have been transmogrified into two stories. The views of the bay is seriously compromised by the second story. They told the developer on numerous meetings to reduce the second story massing and so far have not had any success.

The developer has taken a position that it's ok to build two stories as long as they can fit it within the 17-foot height limitation.

The Rincon Park Restaurants as currently designed will have a serious and adverse

impact on the public's view of the Bay from Palomino, from the new Muni stop and from the Embarcadero generally. Despite extensive negotiations with the developer, Nice Ventures, the developer has refused to make any material design changes to accommodate Palomino's concerns. Although they recognize and do not dispute the Port's mission as a revenue agency, the Port's developments also need to balance its interests against the public's and to comply with the Redevelopment Plan for this area and the City's Planning & Building Codes. At the present time, the proposed design does not.

Palomino requests that the developer modify the design of the two restaurants as follows:

1. Reduce the overall height of the restaurants to one-story, rather than the currently proposed two stories.
2. Removal/redesign of the 30-foot long porte-cochere connecting the two buildings.
3. Provide greater separation between the two restaurants to increase the view corridor of the Bay from the Muni stop and Palomino.

Ms. Mudge concluded that the sensitivity of the location demands that every effort be made to protect Bay views. Both the Waterfront Land Use Plan and the Waterfront Design and Access Elements require development to be as protective as possible of existing Bay views. The current plan proposes two stories, which exceed the 17-foot height limitation from existing curb level in violation of law. She urgently requested the Port Commission to require the developer to modify the design to address their issues.

Brent McDonald indicated that after looking at the proposed design by Nice Ventures, he concluded that there will be significant view blockage. At their first meeting, it was apparent that Nice Ventures did not want to address revisions to their design so they met with Kari Kilstrom and BCDC staff. At that time, it was clear that there was still a possibility for some movement. After two months, the only proposed design alternate that was presented to their group was a change of a porte-cochere from 16 inches down to 14 inches. They met with BCDC last night and presented that primary points that he had continually talked with Nice Ventures and BCDC i.e. open up the view corridor, spread the buildings aside and allow for view of the bridge. BCDC was in support of 2.5 of his 4 points. It was clear to him that there is room for this design to be altered and still accomplish the goals of the Muni transit stop, Palomino restaurant, the public at large and Nice Ventures. He asked the Commission to impress upon Nice Ventures to study the alternatives.

Commissioner McCarthy asked about the difference of the two restaurants. Mr. Hearon replied that with the park, they wanted to create an environment that captures what is great about the City which is the multiple layers of society and different types of people. They are contemplating a series of different dining experiences. The southern building is a lower end southern Italian restaurant with outside seating. The northern building will be a more upscale restaurant featuring California French food. Both of the architects were selected because they were among the two premier

architects in California. The idea was to create two spaces that would not have a combined mass of a 12,000 footprint in one big chunk at the end of the park. They showed in their response to the RFP a second story on the building. In the initial documentation of the RFP, there was no mention of one or two stories but in order for the project to be economically feasible, they need to have the ability to maximize the square footage. They are doing that in both the spirit and the letter of the 17 foot height limit. In the RFP, it is defined as 17 feet above the average grade of the park.

Commissioner McCarthy indicated that there is quite a bit of planned outdoor seating, she asked if the buildings will act as windshield. Mr. Hearon replied that by separating the two buildings, they could create a public piazza on the waterfront. While part of the space is taken up by seating which will be operated by the restaurants, there is an additional wide expanse of public access thoroughfare through the restaurant portion of the piazza, there is a plan to also allow a seating of different sorts in a purely public part of the piazza. It is an issue of both accessibility and energy in the park.

Mr. Osmundson indicated that it is important to remember that this project was part of the original revitalization plan, the 1975 Northeast Waterfront Plan, when a group similar to the advisory group got together and created a new area plan for this section of the waterfront which was also included in the BCDC plan and was subsequently included in the redevelopment plan for this area. The concept from the beginning has been to realign the road, build the light rail system, build the park and put a restaurant in the park. There has been a long, lengthy, inclusive process.

Ms. Kilstrom indicated that in terms of the one story vs. the two story restaurant, there are no regulations which prohibit the buildings from having a second story. In the Waterfront Land Use Plan and the Design Access Element; often staff tried to describe by way of background discussion what a particular subarea might contain for future developments. In this area, there was a description of the park and a one-story restaurant in the park. The design criteria do not prohibit a second story. In the background discussion two years ago, staff described a 12,000 ft. one story restaurant. The background language would have to be amended for clarification purposes but there is nothing prescriptive about the language.

In terms of the 17 foot height limit, the design for the development plan in this area allows 40 feet and the WFLUP did not change that. By separate agreement, the Port and the Redevelopment Agency entered into an agreement to lease and the Port agreed to limit the height of the restaurant to approximately 17 feet above the finish grade of the park. The design of the restaurant as shown looks to be approximately 17 feet above the average finish grade of the park, which is about 2 feet above the sidewalk grade. The restaurant is about 19 feet from the sidewalk. The 19 feet from the sidewalk is well within 40 feet that is allowed under the design for development.

Before the Port Commission approves this project, the appropriate CEQA documents need to be in place. Additional analysis is required for this project, which will be provided to the Commission before it takes any action.

Ms. Mudge clarified that in the design for development document, the 40-foot height limitation does not apply to the portion of the park where the restaurant is being developed.

Commissioner Brandon asked about the design of the south restaurant. Mr. Pfau explained the composition of the south restaurant.

Mr. Osmundson thanked the team for their work. Port staff will commit to continue to work with all affected parties on meeting the concerns that they have expressed. Staff expects to present this item for Commission's consideration at its next meeting.

Commissioner McCarthy assumed that the team has done its study and marketing and assume that these two restaurants will be viable. Mr. Hearon commented that it is an enormously valid point and something that they spent a lot of time looking at. It's one of the major reasons for doing two smaller projects. They are in the process of finalizing their negotiations with the Gap to be able to valet park at the bottom of their building. One of the great locations in the world with this piazza, if they do this right, will create a very energetic space. This is about creating a vibrant space that is for the public in all forms.

9. FINANCE & ADMINISTRATION

A. Approval of contract with Brown & Wood LLC and law offices of Pamela Jue for Bond Counsel Services. (Resolution No. 00-39)

Mr. Ben Kutnick, Director of Facilities & Operations requested the Commission to retain Brown and Wood LLP in a joint venture with the Law Offices of Pamela Jue, an MBE/WBE business enterprise that is registered with HRC, to serve as co-bond counsel for the Port. Brown and Wood LLP and Pamela Jue were first retained to serve as outside bond counsel for the Port in 1994. Their current contract will expire on June 30, 2000. They have been selected from the Bond Counsel pool that was selected through an RFP process by the City Attorney's office.

Under the current contract Brown and Wood LLP and Pamela Jue are involved with development projects that are currently in negotiation. For continuity purposes, as well as general satisfaction with their services, staff recommends that these two firms remain as bond counsel. The term of the proposed contract will commence June 1, 2000 for a term of three years. The scope of the work will include legal advice regarding the use of tax exempt financing for real estate development projects at various Port sites, assistance with any debt issuance and on-going advice and interpretation of the Port's existing outstanding debt.

Bond Counsel services are budgeted at $40,000 annually. Fees and expenses for any debt issuance will be paid from proceeds of the debt.

ACTION: Commissioner Hardeman moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor. Resolution No. 00-39 was approved.

10. NEW BUSINESS / PUBLIC COMMENT

Dan Strazzullo, All Shores Seafood @ Pier 45 Shed B, indicated that in January 10, he wrote a letter to the Commission as well as many other agencies complaining about violations. He received a response from Elliott Riley stating that he did not find many of the issues raised were valid. Most of it, he seemed to think were from the herring fishermen. He received a letter from the Port Fire Marshal stating that a lot of the fire codes, which he was complaining about, have been compromised or ignored. When he went through the permit process to build on Pier 45, he had to get permission and approval from the Port, other City agencies and State Health. After spending a lot of money on revisions requested by the Port, City and State, a lot of companies have opened up without going through any of the same process. Some of them have opened up with a shed, not even a bathroom. The herring season that just ended makes the matter even worst. They have 40-50 boats tied up along Pier 45. They are subletting from some of the facilities that have no bathrooms and they have anywhere from 50-200 people on these boats. After the last herring season, both sides of the building had structural damage, holes on the walls on the corridors. He has been trying to get his door and back door repaired for four months. He propped up a board against his door because he cannot shut the door and the alarm is not working properly. He has talked to Port staff; they worked on it one day but has not seen them since. He was wondering why after numerous complaints to the Commission and many different agencies the other companies are still able to operate at the Port. He showed the Commission a picture of debris at Pier 45 and numerous holes on the walls. His father had a place at Fisherman's Wharf in 1945 and he was proud to move back to the Port. He was proud about the facility they put together on Pier 45. Pier 45 right now is starting to deteriorate. It does not look like the place he moved into 3-4 years ago. It's not from his neglect. There are a lot of people that do not care. Some of those people seem to be working for the Port because they are not taking action about what's going on in that facility.

Charlie Akwa indicated that as one of the newer tenants at Pier 45, she has a recent opportunity to witness first hand the inequities and the enforcement of health and safety and building codes by the Port. She recently constructed a warehouse facility at a cost in excess of $320,000. Yet as of this date, she cannot obtain a permanent certificate of occupancy for her facility. Her neighbor who also signed his lease at the same time she did, constructed a facility, moved in and apparently has received a permanency without ever filing a set of plans or obtaining necessary permits with either the Port or the City Health Department. What is even more disturbing to her is that as she looked around, her fellow tenants, at least 50% are in violation of major building or health codes. She wondered how any of them received their certificates of occupancy. These violations include no bathroom facility, no hot water, improper storage of hazardous materials and a failure to tie into the City's sewer lines for proper waste disposal. Thus eliminating their waste directly into the bay, oftentimes, through holes cut through their concrete slabs. These concerns were recently addressed to the appropriate State and City agencies, which have all concluded that the problem at Pier 45 is serious. Yet the Port's representative, Elliott Riley, while accompanying these officials on the same inspections concluded no problems exist. In addition to creating a health and safety risks for both the employees at Pier 45 and ultimately the citizens of San Francisco as well as its tourists, the Port also allowed the businesses that do not comply an unfair advantage over those of them who do. After all,

compliance costs money. Regarding the subject of ADA compliance, she asked how while undertaking the redevelopment of Pier 45 with FEMA funds, the Port was able to ignore all aspects of the ADA Accessibility Code, thus rendering the entire building not in compliance with Federal regulations. Yet the Port has the audacity to require your tenants to comply with the codes that pertain to the interior of the building. This is quite ironic since even after spending $10,000 building a handicap bathroom, the handicap person cannot get into the building to use it. In conclusion, she asked for the following:

1) immediate inspection of each facility conducted by representatives of the building department and other agencies to identify the companies not in compliance.

2) review of all permits issued for work done at Pier 45 and a comparison with those plans to the work that was actually done.

3) a demand made to all companies found in violations to bring their facilities into compliance immediately or face eviction as provided for in their leases.

Mr. Riley's conclusion that no problems exist at Pier 45 sends a very frightening message that the Port has no interest in correcting this situation. She hoped that this is Mr. Riley's way of attempting to minimize the problem which is festered under his watch and not those shared by the Port Commission.

Commissioner Brandon requested the Executive Director to check on this matter and report back to the Commission at the next meeting and provide a status report at Pier 45.

Commissioner McCarthy requested the Executive Director for a report at the next meeting.

James Morrison, Chair of the City's Bicycle Advisory Committee, which is an 11-member appointed committee by the Board of Supervisors to advise the Supervisors, City Planning and other agencies involved in pushing for greater use of bicycles as transportation in San Francisco. It is the conclusion of the committee that the relations of those pushing for greater use of bicycles as transportation in San Francisco, that not much communication has taken place with the Port. He requested the Commission to assign a liaison from the Port that the committee could confer with about issues that affect bicyclists. The interplay of bicyclists, pedestrians and vehicles all along the Embarcadero is important. There are also minor issues that they address such as the assignment of pedicab licenses, their routes and possible stopping places. There is now an effort to get a pedicab stand set up somewhere near the ballpark. DPT which supports his request has been conferring with Port officials about this issue. He asked the Commission for a contact person for the committee.

Commissioner Brandon asked the Executive Director to assign a Port liaison for the Bicycle Advisory Committee.

11. EXECUTIVE SESSION

A. Vote on whether to hold closed session to confer with Legal Counsel and Real Property Negotiator.

ACTION: Commissioner Hardeman moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor.

At 6:00 p.m., the Commission withdrew to executive session to discuss the following:

B. CLOSED SESSION

(1) Discussion of Executive Director's Compensation for Fiscal Year 2000/2001.

(2) CONFERENCE WITH REAL PROPERTY NEGOTIATOR – This is specifically authorized under California Government Code Section 54956.8. ***This session is closed to any non-City/Port representative.****

a. Property: Pier 45
Person Negotiating:
Port of San Francisco: Paul Osmundson, Director of Planning & Development

b. Property: Pier 80
Person Negotiating:
Port of San Francisco: Peter Dailey, Director, Maritime
Union Pacific Railroad: Robert Starzell

c. Property: Pier 33
Person Negotiating:
Port of San Francisco: Nic Dempsey, Senior Leasing Manager
*Kira Mikazon: Kira Mikazon

(3) CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED AND EXISTING LITIGATION MATTERS:

a. Discuss significant exposure to litigation pursuant to subdivision (b) of the California Government Code Section 54956.9 (one case).
___ As Defendant _X_ As Plaintiff

b. Discuss existing litigation matter pursuant to subdivision (a) of the California Government Code Section 54956.9 (one case):
_X_ As Defendant ___ As Plaintiff
- Alioto Fish Company vs. CCSF, et. al., Superior Court No. 306-391

At 7:39 p.m., Commissioners Brandon, McCarthy & Hardeman returned from executive session and convened in open session.

ACTION: Commissioner Hardeman moved approval to not disclose any information discussed in executive session. Commissioner McCarthy seconded the motion. All of the Commissioners were in favor.

The meeting was adjourned at 7:39 p.m.

NOTICE OF CANCELLED MEETING

THE REGULAR PORT COMMISSION MEETING SCHEDULED FOR
TUESDAY, MAY 23, 2000 AT 4:00 P.M.
IS CANCELLED

A SPECIAL PORT COMMISSION MEETING
IS SCHEDULED FOR

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TUESDAY, MAY 30, 2000
AT 4:00 P.M.

in the Port Commission Room
Suite 3100, Ferry Building
San Francisco, CA 94111
(415) 274-0406

C05232000

ACCESSIBLE MEETING INFORMATION

The Port Commission office is located on the third floor of the Ferry Building, Suite 3100. The Port office is wheelchair accessible. Accessible seating for persons with disabilities (including those using wheelchairs) will be available. The closest accessible BART and MUNI Metro station is Embarcadero located at Market and Spear Streets. Accessible MUNI lines serving the Ferry Building are the 9, 31, 32 and 71. For more information about MUNI accessible services, call 923-6142.

Accessible parking is provided in the small parking lots adjacent to the Ferry Building; three spaces in the north lot and two spaces in the south lot. These spaces are usually full during business hours. Due to the ongoing construction of the Mid-Embarcadero Roadway Project there are currently no curbside passenger unloading and loading areas. The area of the north parking lot adjacent to the north building entrance should be used for this purpose. Parking is available at Rincon (Spear between Mission & Howard), One Market Plaza (Spear between Market & Mission), Embarcadero Center 4 (Clay between Davis & Drumm) and 50 California Garage (Sacramento between Davis & Drumm). There are two accessible entrances into the World Trade Center (north wing of the Ferry Building); one on the north and the main entrance on the west (Embarcadero). The west entrance is provided with two doors in series that can be operated automatically. Both entrances lead to the elevator lobby. The two elevators are accessible and lead to the third floor location of the Port of San Francisco's office, Room 3100. The ramp from the lobby to the third floor is too steep to be considered an accessible path of travel. Public restrooms and drinking fountains on the first floor of the World Trade Center (north wing of the Ferry Building) are accessible, as well as the central restrooms within the Port's office area.

Assistive listening devices are available for use in the Port Commission Meeting. The following services are available on request 72 hours prior to the meeting: (1) American Sign Language Interpreters; (2) A Sound Enhancement System; (3) The use of a reader during the meeting and (4) copies of the agenda or minutes of the meeting in alternative formats. Please contact Kevin Jensen, the Port's ADA Coordinator at (415) 274-0555. Late requests will be honored if possible. Please contact the Commission Secretary at (415) 274-0406 should you require large print of the agenda.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City accommodate these individuals.

Know Your Rights Under the Sunshine Ordinance. Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, please contact Donna Hall, Administrator at 554-7724; fax 554-5163; e-mail address Donna_Hall@ci.sf.ca.us; City Hall, Room 244, One Dr. Carlton B. Goodlett Place, San Francisco, CA 94102-4689. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Ordinance Task Force, the San Francisco Public Library and on the City's Website at www.ci.sf.ca.us/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance. Attention: Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (SF Admin. Code 16.520 – 16.534) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 1390 Market Street, #701, San Francisco, CA 94102, phone (415) 554-9510 or fax (415) 703-0121 and web site http://www.ci.sf.ca.us/ethics/.

PLEASE NOTE
CHANGE OF MEETING LOCATION

- **June 13, 2000 @ 4 p.m.**
  Port Commission Meeting
  Passenger Cruise Terminal @ Pier 35

- **June 15, 2000**
  BCDC/Port Commission Joint Hearing
  Passenger Cruise Terminal @ Pier 35
  (Time of meeting to be determined)

- **July 20, 2000**
  BCDC/Port Commission Joint Hearing
  (Time & Location of meeting to be determined)

DOCUMENTS DEPT.

MAY 17 2000

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MAY/JUNE 2000

CALENDAR OF UPCOMING PORT MEETINGS - OPEN TO THE PUBLIC

Date	Time	Group	Location
May 23	9:00 a.m.	Fisherman's Wharf Waterfront Advisory Group	Scoma's Restaurant Pier 47
May 23 **(Cancelled)**	4:00 p.m.	Port Commission	Port Commission Room Ferry Building
May 30	4:00 p.m.	Port Commission	Port Commission Room Ferry Building
May 30	4:00 p.m.	Pier 70 Advisory Group	CA College of Arts & Crafts 450 Irwin Street, S.F.
June 6	4:00 p.m.	Pier 70 Advisory Group	CA College of Arts & Crafts 450 Irwin Street, S.F.
June 7	4:00 p.m.	Northeast Waterfront Advisory Group	Port Commission Room Ferry Building
June 12	5:00 p.m.	Southern Waterfront Advisory Committee	1800 Oakdale San Francisco
June 13	4:00 p.m.	Pier 70 Advisory Group	CA College of Arts & Crafts 450 Irwin Street, S.F.
June 13	**4:00 p.m.**	**Port Commission**	**Cruise Ship Terminal Pier 35**
June 15	**1:00 p.m.**	**Port/BCDC Commission Joint Hearing**	**Cruise Ship Terminal Pier 35**
June 20	9:00 a.m.	Fisherman's Wharf Waterfront Advisory Group	Scoma's Restaurant Pier 47
June 27	4:00 p.m.	Port Commission	Port Commission Room Ferry Building

NOTES:

The San Francisco Port Commission meets regularly on the 2nd and 4th Tuesday of the month at 4:00 p.m. Contact Amy Quesada at 274-0406 to be placed on the mailing list for Commission meeting agenda.

The Fisherman's Wharf Advisory Group meets regularly on the 3rd Tuesday of the month. The regular meeting time and place is 9:00 a.m. at Scoma's Restaurant, Pier 47, Fisherman's Wharf.

The Northeast Waterfront Advisory Group meets regularly on the 1st Wednesday of the month at 4:00 p.m. in the Port Commission Room, Ferry Building.

The Ferry Building Waterfront Advisory Group does not have any scheduled meetings.

The Southern Waterfront Advisory Group meets regularly on the 2nd Monday of the month at 5:30 p.m. in the Port Commission Room, Ferry Building.

The Rincon Point-South Beach CAC meets regularly on the 3rd Monday of the month, from 5:00-7:00 p.m. at the South Beach Yacht Club (Pier 40 on The Embarcadero). Please contact Tiffany Bohee at 749-2481 for more information.

Port Website

Check out the Port's Website at **www.sfport.com**

Questions/Contacts

Pier 45 Advisory Group	Kirk Bennett	274-0545
Pier 70 Advisory Group	Anne Cook	274-0483
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Port of San Francisco Reception	Liz Fitzgerald	274-0400

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SAN FRANCISCO
PORT COMMISSION

SPECIAL MEETING
4:00 P.M., TUESDAY, MAY 30, 2000
Suite 3100, Ferry Building, S.F. CA 94111

AGENDA

DOCUMENTS DEPT.

MAY 2 4 2000

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1. ROLL CALL

2. APPROVAL OF MINUTES

3. EXECUTIVE

A. Executive Director's Report

4. CONSENT CALENDAR

5. MARITIME

A. Approval of Five-Year Marine Terminal Agreement for Compania Chilena de Navegacion (CCNI) at Pier 80 (Resolution No. 00-43) (Staff report provided to the Commission.)

B. Approval of amendments to Port Tariff No. 4 related to embarking or disembarking at Ferry Terminals, mooring at any wharf, dock or landing, and rules governing speed of vessels within China Basin, and recommending amendments to Section 1612 of the Police Code regarding penalties for non-compliance with orders of the Port Commission. (Resolution No. 00-37) (Staff report provided to the Commission.)

C. Award of professional services contract to Sedway Group in the amount of $123,500.00 for preparation of maritime/industrial plan. (Resolution No. 00-45) (Staff report provided to the Commission.)

6. REAL ESTATE

A. Approval of Fourth Amendment to Lease No. L-10446 with Kira Mikazon, an Individual affecting Pier 33, South (The Embarcadero at Bay Street). (Resolution No. 00-46) (Staff report provided to the Commission.)

7. FACILITIES & OPERATIONS

A. Authorization for staff to advertise the Request for Bids to supply the Pier 1 Furniture, Fixture and Equipment, at a base cost of approximately $500,000, with the right to purchase additional product, as additional funds become available. (Resolution No. 00-42) (Staff report provided to the Commission.)

8. PLANNING & DEVELOPMENT

A. Approval of vacation of portions of various unimproved streets and Memorandum Of Understanding with the City's Recreation and Park Department to facilitate construction of India Basin Shoreline Park and Open Space. (Resolution No. 00-41) (Staff report provided to the Commission.)

B. Resolution authorizing the Executive Director to apply for, accept and expend up to $100,000 from the State Coastal Conservancy's San Francisco Bay Area Conservancy Program and/or other Conservancy programs for planning and design of Brannan Street Wharf.(Resolution No. 00-40) (Staff report provided to the Commission.)* "This action is within the scope of the Watefront Land Use Plan Program EIR, certified on January 9, 1997, which EIR adequately described the project."

9. FINANCE & ADMINISTRATION

10. NEW BUSINESS / PUBLIC COMMENT

Public comment is permitted on any matter within Port jurisdiction and is not limited to agenda items. Public comment on non-agenda items may be raised during New Business/Public Comment. It is strongly recommended that public comments be submitted in writing so they can be distributed to all Commissioners for review. Please fill out a speaker card and hand it to the Commission Secretary. If you have any question regarding the agenda, please contact the Commission Secretary at 274-0406.

11. EXECUTIVE SESSION

A. Vote on whether to hold closed session to confer with Legal Counsel and Real Property Negotiator.

B. CLOSED SESSION

(1) Discussion of Executive Director's Compensation for Fiscal Year 2000/2001.

(2) CONFERENCE WITH REAL PROPERTY NEGOTIATOR – This is specifically authorized under California Government Code Section 54956.8. ***This session is closed to any non-City/Port representative.****

a. Property: Rincon Park Restaurant Site at Folsom and Embarcadero
Person Negotiating:
Port of San Francisco: Paul Osmundson, Director of Planning and Development

*Nice Ventures Inc.: Reed Hearon

Under Negotiation: ___ Price ___ Terms of Payment X Both
An executive session has been calendared to discuss real estate negotiations regarding Rincon Park Restaurant at Folsom and Embarcadero.

b. Property: Pier 45
Person Negotiating: Port of San Francisco: Paul Osmundson, Director of Planning & Development

Under Negotiation: ___ Price ___ Terms of Payment X Both
An executive session has been calendared to discuss responses received for the Pier 45 RFP.

c. Property: Pier 3
Person Negotiating:
Port of San Francisco: Jeff Bauer, Property Manager
Hornblower Yachts: Joe Wyman

Under Negotiation: ___ Price ___ Terms of Payment X Both
An executive session has been calendared to discuss real property negotiations regarding the Hornblower Yachts, Inc. at Pier 3.

d. Property: Pier 80
Person Negotiating:
Port of San Francisco: Peter Dailey, Director, Maritime
Union Pacific Railroad: Robert Starzell

Under Negotiation: ___ Price ___ Terms of Payment X Both
An executive session has been calendared to discuss real property negotiations regarding rail access to Pier 80.

(3) CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED & PENDING LITIGATION MATTERS:

a. Discuss significant exposure to litigation pursuant to subdivision (b) of the California Government Code Section 54956.9 (two cases).
___ As Defendant X As Plaintiff

b. Discuss pending litigation matter pursuant to subdivision (a) of the California Government Code Section 54956.9 (one case).

- CICO-RW vs. Port of San Francisco, San Francisco Superior Court No. 989-618.

12. RECONVENE IN OPEN SESSION

A. Possible report on actions taken in closed session pursuant to Government Code 54957.1 and San Francisco Administrative Code 67.14.

B. Vote in open session on whether to disclose any or all executive session discussions pursuant to Government Code 54957.1 and San Francisco Administrative Code 67.14.

13. ADJOURNMENT

Staff Reports: Explanatory Documents available to the public can be reviewed and copied at the Ferry Building, Suite 3100 or by contacting the Port Receptionist at 415-274-0400.

MAY/JUNE 2000

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June 7	4:00 p.m.	Northeast Waterfront Advisory Group	Port Commission Room Ferry Building
June 12	6:00 p.m.	Southern Waterfront Advisory Committee Advisory Committee	Port Commission Room Ferry Building
June 13	4:00 p.m.	Pier 70 Advisory Group	CA College of Arts & Crafts 450 Irwin Street, S.F.
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Southeast Waterfront Advisory Committee	Braj Norris	274-0540
Port of San Francisco Reception	Liz Fitzgerald	274-0400

PLEASE NOTE CHANGE OF MEETING LOCATION

- **June 13, 2000 @ 4 p.m.**
  Port Commission Meeting
  Passenger Cruise Terminal @ Pier 35

- **June 15, 2000**
  BCDC/Port Commission Joint Hearing
  Passenger Cruise Terminal @ Pier 35
  (Time of meeting to be determined)

- **July 20, 2000**
  BCDC/Port Commission Joint Hearing
  (Time & Location of meeting to be determined)

ACCESSIBLE MEETING INFORMATION

The Port Commission office is located on the third floor of the Ferry Building, Suite 3100. The Port office is wheelchair accessible. Accessible seating for persons with disabilities (including those using wheelchairs) will be available. The closest accessible BART and MUNI Metro station is Embarcadero located at Market and Spear Streets. Accessible MUNI lines serving the Ferry Building are the 9, 31, 32 and 71. For more information about MUNI accessible services, call 923-6142.

Accessible parking is provided in the small parking lots adjacent to the Ferry Building; three spaces in the north lot and two spaces in the south lot. These spaces are usually full during business hours. Due to the ongoing construction of the Mid-Embarcadero Roadway Project there are currently no curbside passenger unloading and loading areas. The area of the north parking lot adjacent to the north building entrance should be used for this purpose. Parking is available at Rincon (Spear between Mission & Howard), One Market Plaza (Spear between Market & Mission), Embarcadero Center 4 (Clay between Davis & Drumm) and 50 California Garage (Sacramento between Davis & Drumm). There are two accessible entrances into the World Trade Center (north wing of the Ferry Building); one on the north and the main entrance on the west (Embarcadero). The west entrance is provided with two doors in series that can be operated automatically. Both entrances lead to the elevator lobby. The two elevators are accessible and lead to the third floor location of the Port of San Francisco's office, Room 3100. The ramp from the lobby to the third floor is too steep to be considered an accessible path of travel. Public restrooms and drinking fountains on the first floor of the World Trade Center (north wing of the Ferry Building) are accessible, as well as the central restrooms within the Port's office area.

Assistive listening devices are available for use in the Port Commission Meeting. The following services are available on request 72 hours prior to the meeting: (1) American Sign Language Interpreters; (2) A Sound Enhancement System; (3) The use of a reader during the meeting and (4) copies of the agenda or minutes of the meeting in alternative formats. Please contact Kevin Jensen, the Port's ADA Coordinator at (415) 274-0555. Late requests will be honored if possible. Please contact the Commission Secretary at (415) 274-0406 should you require large print of the agenda.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City accommodate these individuals.

Know Your Rights Under the Sunshine Ordinance. Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, please contact Donna Hall, Administrator at 554-7724; fax 554-5163; e-mail address Donna_Hall@ci.sf.ca.us; City Hall, Room 244, One Dr. Carlton B. Goodlett Place, San Francisco, CA 94102-4689. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Ordinance Task Force, the San Francisco Public Library and on the City's Website at www.ci.sf.ca.us/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance. Attention: Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (SF Admin. Code 16.520 – 16.534) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 1390 Market Street, #701, San Francisco, CA 94102, phone (415) 554-9510 or fax (415) 703-0121 and web site http://www.ci.sf.ca.us/ethics/.

PORT OF SAN FRANCISCO

Ferry Building
San Francisco, CA 94111
Telephone 415 274 0400
Fax 415 274 0528
wwwsfport.com

MEMORANDUM

May 24, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Michael Hardeman
Hon. Pius Lee
Hon. Denise McCarthy

FROM: Douglas Wong
Executive Director

SUBJECT: APPROVAL OF THE COMPANIA CHILEAN DE NAVEGACION INTEROCEANICA S.A. (CCNI) 5-YEAR MARINE TERMINAL AGREEMENT

DIRECTOR'S RECOMMENDATION: APPROVE THE 5-YEAR MARINE TERMINAL AGREEMENT WITH **COMPANIA CHILEAN DE NAVEGACION INTEROCEANICA S.A. (CCNI)** AT PIER 80.

The Port has concluded negotiations for a five-year Marine Terminal Agreement with Compania Chilean De Navegacion Interoceanica S.A. "CCNI" for use of Pier 80. CCNI service will call San Francisco from Chile once a month. The agreement includes the following terms:

Material provisions of the agreement include the following: (i) five year term, commencing June 1, 2000 with the ability of either party to terminate as of each May 31; (ii) reduced wharfage and dockage rates based on the total annual volume; (iii) nomination of Pier 80 as their regular published Bay Area port of call.

If Marine Terminals Corp. ceases operations at Pier 80, the Agreement also allows termination by either Port or Carrier if they are unable to reach agreement with a new management contractor.

THIS PRINT COVERS CALENDAR ITEM NO. 5A

The Agreement contains an indemnity where CCNI agrees to indemnify Port and City for claims resulting from its acts or omissions at the facility. The Port's standard exculpation clause, under which the Carrier waives all claims against Port and City including claims due to Port on City's negligence, has been deleted from this Agreement pursuant to CCNI request. In addition, it includes an indemnity to CCNI from Port and City against claims caused by Port or City's negligence. As required by the city charter this indemnity has been approved by the City Risk Manager.

Estimated annual revenue for the CCNI agreement is approximately $250,000 from wharfage, dockage, and crane rental, which is to be shared with MTC per our management agreement with them.

A copy of the agreement is attached hereto.

Prepared by: Jill Simpson, Maritime Marketing Manager

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. **00-43**

WHEREAS, Compania Chilean De Navegacion Interoceanica S.A (CCNI) desires to enter into a Marine Terminal Agreement with the Port, for use of Port's marine terminal facilities; and

WHEREAS, said Agreement grants Compania Chilean De Navegacion Interoceanica S.A (CCNI) reduced dockage and wharfage charges for the utilization of Pier 80 as their regularly scheduled Northern California port of call; and

RESOLVED, that the San Francisco Port Commission approves the Marine Terminal Agreement with Compania Chilean De Navegacion Interoceanica S.A (CCNI), in substantially the form of which is on file with the Secretary of the Port Commission for this agenda item; and be it further

RESOLVED, that the Port Commission authorizes the Executive Director (I) to enter into the Agreement, (ii) to make any necessary refinements to the Agreement as are approved by the City Attorney; (iii) to file the Agreement with the Federal Maritime Commission; and (iv) to take all such further actions as are necessary to put the Agreement into effect.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 30, 2000.

_____

Secretary

CITY AND COUNTY OF SAN FRANCISCO

Willie L. Brown, Jr., Mayor

MARINE TERMINAL AGREEMENT

BETWEEN

Compania Chilena de Navegacion Interoceanica S.A. (CCNI)

AND

THE CITY AND COUNTY OF SAN FRANCISCO,

A MUNICIPAL CORPORATION, ACTING BY AND THROUGH

THE SAN FRANCISCO PORT COMMISSION

DATED

June 1, 2000

SAN FRANCISCO PORT COMMISSION

KIMBERLY BRANDON, PRESIDENT
BRIAN McWILLIAMS, VICE PRESIDENT
MIKE HARDEMAN, COMMISSIONER
PIUS LEE, COMMISSIONER
DENISE McCARTHY, COMMISSIONER

DOUGLAS WONG
EXECUTIVE DIRECTOR

MARINE TERMINAL AGREEMENT

This non-exclusive Marine Terminal Agreement (the "Agreement") is entered into as of this first day of May 1, 2000 by and between the City and County of San Francisco, a municipal corporation ("City"), acting by and through the San Francisco Port Commission ("Port") and Compania Chilena de Navegacion Interoceanica S.A. (CCNI), a Chilean Corporation ("Carrier")

WITNESSETH

WHEREAS, City owns certain property located in the City and County of San Francisco pursuant to an act of the legislature of the State of California commonly known as the "Burton Act" (Statutes 1968, Chapter 1333); and

WHEREAS, Pursuant to the Burton Act and the City's Charter, Port exercises jurisdiction and control over said property; and

WHEREAS, Carrier wishes to use a portion of said property which has been improved with a marine terminal for the purpose of moving waterborne cargo through the Port; and

WHEREAS, Port desires to have Carrier use the property for said uses, with said uses being consistent with the public trusts upon which the property is held;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Port and Carrier agree as follows:

ARTICLE I. CARRIER'S TERMINAL RIGHTS

Section 1.01 Right to Use Facilities

Carrier shall have a non-exclusive right to use Pier 80, located at the Port of San Francisco in the City and County of San Francisco (the "Facilities") for the purposes set forth in Article III of this Agreement.

Section 1.02 Right to Transfer

If during the Term Port decides to move the location of its marine terminal to another location on Port property, Port shall give Carrier sixty (60) days prior written notice ("60-day Notice") of its decision. Carrier shall notify Port within thirty (30) days after receipt of Port's 60-day Notice, stating its decision to move to such alternative location, or its intent to terminate this Agreement. If Carrier decides to move to the alternate location, such transfer shall be embodied in an amendment to this Agreement, which shall not be effective until filed with the Federal Maritime Commission. If Carrier decides to terminate the Agreement, such termination

shall be effective upon the sixtieth (60th) day after Port's 60-day Notice.

It is further understood that if Carrier agrees to move to the alternate Port location, and if the transfer involves a different terminal operator than the operator listed in section 5.01 under this Agreement, Carrier's notice may be conditional upon negotiating new terminal services arrangements with the new terminal operator. Carrier shall use its best efforts in good faith to negotiate new terminal services arrangements with the terminal operator at the new facility. If Carrier after such best efforts is reasonably unable to complete such terminal service arrangements, Carrier may terminate this Agreement on no less than thirty (30) days' prior written notice to the Port. If Carrier is unable to conclude a new agreement prior to the expiration of Port's 60-day Notice, Port shall allow Carrier a reasonable extension of time to conclude its negotiations; provided, however, Port shall not be required to make the original marine terminal available to Carrier after the expiration of Port's 60-day Notice.

Carrier's failure to give notice as provided herein shall be deemed to be an acceptance of the new marine terminal location.

ARTICLE II. TERM

Section 2.01 Commencement of Term

The term of this Agreement shall commence on the first day of the month immediately following the occurrence of all of the following events (the "Commencement Date"):

(a) The filing of this Agreement with the Federal Maritime Commission, and

(b) Approval of this Agreement by the San Francisco Port Commission.

Port will notify Carrier of the Commencement Date in writing when all of the approvals set forth above have been obtained, however failure to do so shall not affect the validity of this Agreement.

Section 2.02 Term Termination

This Agreement shall terminate five years from the Commencement Date, unless terminated earlier as provided for herein.

ARTICLE III. USE OF THE FACILITIES

Section 3.01 Permitted Uses

Carrier shall use the Facilities as its published regularly scheduled Northern California port of call for its service between the U.S. West Coast and Asia, Central and South America and for the berthing of Carrier's vessels and the loading and discharging of cargoes therefrom and operations ancillary thereto, and for no other purposes.

ARTICLE IV. COMPENSATION

Section 4.01 When Tariff Provisions Apply

Except as expressly set forth in Section 4.02 below, the provisions of San Francisco Port Commission Tariff No. 4, publishing rules and regulations and rates and charges for wharfinger services at property used as marine terminals at the Port of San Francisco, and amendments and subsequent reissues thereof (collectively, "Tariff"), shall apply to Carrier's use of the Facilities pursuant to this Agreement. Carrier agrees to be bound by and comply with the provisions of the Tariff.

Section 4.02 Fees for Use

As consideration to Carrier for the use of the Facilities as Carrier's regularly scheduled Northern California port of call, the following provisions shall govern the amount of dockage and wharfage due to Port from Carrier as a result of Carrier's use of the Facilities.

(a) Dockage:

Carrier shall pay 50% of the applicable tariff for dockage charges, which would otherwise be due to Port pursuant to the provisions of the Tariff.

(b) Wharfage/Full Containers:

Wharfage on full containers shall be paid by Carrier according to the following schedule, based on annual throughput volume per twelve-month Contract Year (as hereinafter defined) of this Agreement:

Wharfage Rate - Full Containers

$47.00 per Unit for general cargo
$37.00 per Unit for cargo originating from or going to an East Bay Area destination

Documentation showing an East Bay Area destination must be provided to the Management Contractor at Pier 80 no later than 15 days from the vessel departure date.

(c) Wharfage on empty containers will be $5.00 per unit

For the purposes of this section, a "Contract Year" shall commence on each June 1 and shall end on May 31 of the following year. Notwithstanding the Commencement Date,

the first Contract Year of this Agreement shall be from June 1, 2000 to May 31, 2001.

Section 4.03 Rate Adjustments

Rates stated in Section 4.02 will be subject to adjustment at the same percentage and at the same time as those authorized by the California Association of Port Authorities for the Port's Tariff No. 4.

Section 4.04 Calculation of Initial Fees

Within ninety days after the Commencement Date, Port and Carrier shall mutually determine the fees due the Port under Section 4.02 above, calculated as if this Agreement had commenced on June 1, 2000. Any amount that Carrier paid Port that exceeds the amount that would have been charged under the preceding sentence will be refunded to Carrier after the Commencement Date.

ARTICLE V. MANAGEMENT OF FACILITIES

Section 5.01 Management Agreement

Carrier acknowledges and agrees that as of the Commencement Date, the responsibility of managing the Facilities has been assigned by Port to Marine Terminals Corp. (MTC) pursuant to that certain Management Agreement between MTC and Port dated December 1997.

ARTICLE VI. TERMINATION

Section 6.01 Termination by Governmental Action

In the event the United States of America or the State of California, or any other governmental authority, shall, by condemnation or otherwise, take title, possession or the right to possession of the Facilities, or any part thereof, Port may, at its option, and, if the taking has substantially impaired Carrier's use of the Facilities, Carrier may, at its option, terminate this Agreement as of the date of such taking, and all further obligations of the parties shall end, except as to liabilities which shall have accrued prior to the date of taking.

Section 6.02 Termination by Judicial Action

In the event any court having jurisdiction over the subject matter of this Agreement shall render a decision which has become final and which will prevent the performance by Carrier or Port of their obligations hereunder, then either party may terminate this Agreement upon thirty (30) days written notice, and all rights and obligations hereunder (with the

exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate.

Section 6.03 Right of Termination

Carrier shall have the right to terminate this Agreement without penalty effective on June 1, 2001 and on each June 1st thereafter throughout the Term (each "Termination Date"). Carrier must exercise such termination right by delivering written notice of termination to Port at least sixty (60) days prior to the applicable Termination Date upon which Carrier desires to terminate. In the event Carrier fails to give timely notice, Carrier may not terminate this agreement until the following Termination Date with proper notice as set forth herein.

Section 6.04 Termination by Resignation of Terminal Contractor

In the event Management Contractor, as defined in Section 5.01, gives Port notice of its intention to cease operations at the Port, Port shall notify Carrier of such notice within ten (10) days. Port shall make its best effort to negotiate an agreement with a new management contractor. In the event Port is unable to successfully conclude such an agreement within sixty (60) days after receiving such notice from Management Contractor, the Port may, at its option, terminate this Agreement upon ninety (90) days prior written notice to Carrier, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrue prior to the effective date of termination) shall thereupon terminate.

It is further understood that if in such event a new management contractor is appointed other than defined in Section 5.01 under this agreement, Carrier shall use its best efforts in good faith to negotiate new terminal services arrangements with the new management contractor and if Carrier after such best efforts is reasonably unable to complete such terminal services arrangements, Carrier may terminate this Agreement on not less than sixty (60) days prior written notice to the Port.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.01 Taxes

A possessory interest subject to property taxation may be created by this Agreement, and it is understood by the Carrier and the Port that the Port of San Francisco will be responsible for the payment of property taxes levied on such possessory interest. The Carrier will not be billed by the Port or be responsible for payment of the possessory interest. Carrier agrees to provide to Port all information requested by Port for tax purposes, including but not limited to the information described in California Revenue and Taxation Code Section 480.5.

Section 7.02 Books and Records

Carrier shall keep full and accurate books, records and accounts relating to all its

operations upon the Facilities, including without limitation, the tonnage of revenue cargo handled, vessel occupancy of the berths and containers handled. Port shall have the right and privilege through its representatives and at all reasonable times to inspect such books, records and accounts. If such books, records and accounts are not kept and maintained within a 25-mile radius of the City and County of San Francisco, Carrier shall make such books, records and accounts available for inspection within said 25-mile radius.

Section 7.03 Nondiscrimination

In the performance of this Agreement, Carrier covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Carrier, in any of Carrier's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Carrier. The provisions of Chapter 12C of the San Francisco Administrative Code, relating to nondiscrimination by parties contracting with the City and County of San Francisco, are incorporated herein by this reference and made a part hereof as though fully set forth herein. Carrier agrees to comply with all provisions of Chapter 12C of the San Francisco Administrative Code which apply to Carrier's use of the Facilities pursuant to this Agreement.

Section 7.04 Hazardous Materials, Etc.

In addition to provisions in the Tariff governing discharge of oil upon navigable waters (Item 113) and explosives and other hazardous and dangerous cargo (Item 117), Carrier will comply with the labeling, packaging, storage and documentation requirements for hazardous materials contained in Title 49, Code of Federal Regulations Parts 100-195, United States Department of Transportation Regulations and the marine pollution regulations contained in Title 33, Code of Federal Regulations Parts 151-157, Navigation and Navigable Waters. The references to certain laws and regulations set forth above shall apply to any modification, re-issues or amendments to said laws or regulations. In addition, Carrier will report immediately all accidents involving spills of corrosives, explosives or other flammable or dangerous cargoes to the appropriate federal, state, local and Port authorities. As used in this Agreement, " hazardous materials" shall mean any substance, waste or material which has been determined by any state, federal or local government authority to be a hazardous or toxic substance or material including without limitation, any hazardous substance as defined in Section 101 (14) of CERCLA (42 USC Section 9601 (14)) or Section 25281 or 25316 of the California Health and Safety Code, and any hazardous material as defined in Section 25501 of the California Health and Safety Code, and any additional substances or materials which at such time are classified or considered to be hazardous or toxic under any federal, state or local law, regulation or other exercise of governmental authority. If the presence of any hazardous material on the Facilities caused or permitted by Carrier results in any contamination of the Facilities, Carrier, at its sole expense, shall promptly take all action that is necessary to return the Facilities to the condition existing prior to the

introduction of such hazardous material onto the Facilities; provided that Port approval of such actions shall first be obtained, which approval shall not unreasonably withheld as long as such actions could not potentially have any material adverse effect upon the Facilities. Carrier's obligations hereunder shall survive the termination of this Agreement.

Section 7.05 Exculpation and Indemnity

(a) Exculpation. Except as otherwise provided in this agreement, Carrier, as a material part of the consideration to be rendered to Port, hereby waives any and all claims against the City and Port, and their officers, agents and employees, and agrees to hold Port and City and their officers, agents and employees harmless from any claims for damages to goods, wares, goodwill, merchandise, equipment or business opportunities and by persons in, upon or about said Facility for any cause arising at any time, including all claims arising from the joint or concurrent negligence of Port or City, or their officers, agents, or employees, but excluding where the latter's negligence is the sole cause of the claim, and also excluding any intentionally harmful acts committed solely by Port or City.

(b) General Indemnity. Carrier agrees to indemnify, hold harmless and defend, the City and Port and their officers, agents and employees, against any and all claims, judgments, losses, costs, damages, penalties, fines or liabilities of whatever kind (collectively "Claims") arising in any manner out of any injury to or death of any person or damage to or destruction of any property occurring in, on, under or about the Facilities, or any part thereof, whether to the person or property of Carrier, its employees, agents, consultants, contractors, or subcontractors (collectively "Agents"), or third persons, resulting from (i) any use or activity of Carrier or its Agents under this Agreement, (ii) any failure by Carrier to faithfully observe or perform any of the terms, covenants or conditions of this Agreement, or (iii) the use of the Facilities or any activities conducted thereon under this Agreement by Carrier or its Agents; except only to the extent of Claims resulting directly from the negligence or willful misconduct of the City or Port or eithers' authorized representative.

(c) Toxics Indemnity. Carrier agrees to indemnify, hold harmless and defend the City and Port and their officers, agents and employees, from and against any and all claims, demands, actions, causes of actions or suit (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, diminution in value of the facilities, engineering consultant and attorneys fees of every kind, nature and description, (collectively "Toxics Claims") resulting from any Release of a Hazardous Material caused by or allowed by Carrier or its agents whether or not the Hazardous Materials at the Facilities were present prior to execution of this Agreement; (ii) any requirement of a regulatory agency for investigation or remediation of any Hazardous Materials at the Facilities arising out of or in connection with the activities under this Agreement; or (iii) any breach of or failure to duly perform or observe any term, covenant or agreement in this Agreement to be performed or observed by Carrier, including but not limited to, any violation of any Environmental Law; except only to the extent of Toxic Claims resulting directly from the negligence or willful misconduct of City or Port or either's authorized representative. "Environmental Laws" means present or future any federal, state or local laws, ordinances, regulations or policies relating to Hazardous Material (including, without limitation, their use, handling, transportation, production, disposal, discharge or storage) or to

health and safety, industrial hygiene or environmental conditions in, on, under or about the Permit Area, including, without limitation, soil, air, bay water and groundwater conditions.

(d) The indemnity obligations in paragraph 7.05 (b) and (c) shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by the indemnified party from the first notice that any Claim or Toxics Claim is or may be made. The provisions of this paragraph shall survive termination of this Agreement.

(e) As approved by the City's Risk Manager – Port and City agree to indemnify, defend and hold Carrier, its vessels, owners or agents harmless from and against any and all losses, expenses, claims, actions or liabilities to the extent the same is caused by the negligence or willful misconduct of Port or City.

(f) In addition to Carrier's obligation to indemnify and hold harmless the City and Port, Carrier specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and Port from any Claim or Toxics Claim which actually or potentially falls within the indemnification provisions of paragraph 7(b) or 7(c), even if the allegations are or may be groundless, false or fraudulent. Carrier's obligations to defend shall arise at the time such Claim or Toxics Claim is tendered to Permittee by City or Port and shall continue at all times thereafter.

Section 7.06 Compliance with Laws.

Carrier, at Carrier's expense, shall comply with all laws, ordinances, judicial decisions, orders and regulations of federal, state, county and municipal governments and the departments, courts, commissions, boards and officers thereof pertaining to Carrier's use of the Facilities in effect either at the Commencement Date or at any time during the term.

Section 7.07 Notices

Any notice, demand or request provided for or permitted to be given pursuant to this Agreement must be in writing and shall be given or served by personal delivery or sent prepaid by either: (a) first-class mail; (b) certified mail with return receipt requested; or (c) overnight delivery service.

Notices shall be addressed as follows:

To Port: Executive Director
Port of San Francisco
Ferry Building, Suite 3100
San Francisco, CA 94111

To Carrier: Fernando Lagos
CCNI USA
50 Cragwood Road
South Plainfield, NJ 07080

Section 7.08 Waiver.

No waiver by either party at any time of any of the terms, conditions, covenants or provisions of this Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or provisions herein contained nor of the strict and prompt performance thereof by the party obligated to perform.

Section 7.09 Applicable Law

This Agreement shall be governed by the laws of the State of California.

Section 7.10 Severability

Should any of the covenants, terms, conditions or provisions set forth in this Agreement be held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.11 Amendments

Neither this Agreement nor any of the terms or conditions hereof may be amended, modified or waived, except by an instrument in writing signed by both Carrier and Port and filed with the Federal Maritime Commission.

Section 7.12 Assignment

Carrier may not assign, convey, encumber, or otherwise transfer (collectively "Transfer") this Agreement without the prior written consent of Port, not to be unreasonably withheld. Notwithstanding the foregoing, the term "Transfer" shall not include any partnership, corporation or other entity which controls, is controlled by, or is under common control with Carrier or Carrier's parent (control being defined for such purposes as ownership of at least 50% of the equity interests in, or the power to direct the management of, the relevant entity) or to any partnership, corporation or other entity resulting from a merger or consolidation with Carrier or Carrier's parent, or to any person or entity which acquires substantially all the assets of Carrier as a going concern (collectively, an "Affiliate"), provided that (i) Port receives prior written notice of an assignment, (ii) the Affiliate has proven experience in the operation of the uses contemplated by this Agreement, (iii) the Affiliate remains an Affiliate for the duration of the balance of the term in the event of an assignment, (iv) the Affiliate assumes (in the event of an assignment) in writing all of Carrier's obligations under this Agreement, and (v) Port receives a fully executed copy of an assignment agreement between Carrier and the Affiliate.

Section 7.13 Successors

Subject to the provisions of Section 7.12 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Port and Carrier.

Section 7.14 MacBride Principles-Northern Ireland.

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

Section 7.15 Tropical Hardwood Ban.

The City and County of San Francisco urges Carrier not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical hardwood product or virgin redwood or virgin redwood product.

Section 7.16 Tobacco Products Advertising Ban. Carrier acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or non-profit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.
//

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

PORT

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting
by and through the SAN FRANCISCO
PORT COMMISSION

By:_____
Name: Douglas Wong
Title: Executive Director

Date Executed:_____

CARRIER:

Compania Chilena de Navegacion Interoceanica S.A. (CCNI), a Chilean Corporation

By: _____
Name:
Title:

Date Executed: _____

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By:_____
Deputy City Attorney

I have read and understood paragraph 7.14 the City's statement urging companies doing business in Northern Ireland to more towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

PORT COMMISSION RESOLUTION

No.
By:_____
Secretary
PORT COMMISSION

FMC No._____

PORT OF SAN FRANCISCO

Ferry Building
San Francisco, CA 94111
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MEMORANDUM

May 5, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Approval of amendments to Port Tariff No. 4 related to embarking or disembarking at Ferry Terminals, mooring at any wharf, dock or landing, and rules governing speed of vessels within China Basin, and recommending amendments to Section 1612 of the Police Code regarding penalties for non-compliance with orders of the Port Commission.

Director's recommendation: Approve Tariff and Police Code Amendments.

With the opening of the China Basin Ferry Terminal located at Pacific Bell Park, the Giants and the Port are concerned with regulating activities on and around the ferry terminal and the waters of the China Basin area to protect safety, welfare and expedite operation of the ferry service. In particular there are safety and operational issues arising from vessel operators embarking or disembarking persons onto the ferry landing or vessel operators that might moor on or directly adjacent to the ferry terminal without permission from the Port. This activity creates liability exposure and interferes with the scheduled arrivals of ferry passengers. There is also a concern relating to vessels operating under excessive speed and exhibiting negligent maneuvers through out the China Basin area. This behavior not only generates hazardous conditions for ferry service operations but also endangers mariners navigating in the area.

The proposed amendments to the Port Tariff and the San Francisco Police Code set forth in the attached resolution. The Tariff items address the following:

1. ITEM 133 Embarking or Disembarking Persons at Ferry Terminals without consent of the Executive Director

This Print Covers Calendar Item No. **5B**

2. ITEM 134 Mooring at any Wharf ,Dock or Landing without the consent of the Executive Director

3. ITEM 158 Rule Governing Speed of Vessels within China Basin

Currently under the Police Code, Article 23, Regulation for Port Area, Section 1612, Noncompliance with Orders of the Commission as Misdemeanor imposes only criminal penalties for violations of Port rules governing regulation of the harbor or vessels. The proposed amendment will allow such violations to also be charged as civil infractions. Violations charged as an infraction may be punishable for the first offense by a fine of not less than $50 nor more than $100 and for a second and each additional offense by a fine of not less than $150 nor more than $250. By adding the infraction provision and setting fines, the Police Department will have more flexibility to facilitate enforcement of the Tariff regulations. Violations can still be determined at the decision of the District Attorney to be misdemeanors. Because the Police Code provides for misdemeanor penalties and fines for infractions, authorizing legislation by the Board of Supervisors will be necessary to implement the Police Code section. Upon approval by the Port Commission, the Police Code amendment will be sent to the Board of Supervisors for approval by Ordinance. The District Attorney's office has also reviewed these amendments.

With these amendments in place, appropriate signs will be posted in and around the China Basin Ferry Terminal to notice the public of these regulations and the authority of the San Francisco Police Department to cite violators. It is the Port staff's recommendation that these provisions will improve the safety and navigation of not only the ferry operations but of the overall vessel traffic in the China Basin area. This will be achieved by clearly designating the ferry landing for authorized use only and by regulating the speed at which vessels operate to diminish the incidents of wake and collision damage.

Prepared by: John Davey
Maritime Operations Manager

PORT COMMISSION
CITY & COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-37

WHEREAS, The Port Commission of San Francisco (the "Commission") has the power and obligation pursuant to the City Charter Section B3.581 and the Burton Act to use, conduct, operate, maintain, regulate and control the Port Area of San Francisco; and

WHEREAS, The Port Commission desires to amend Tariff No. 4, Rule no.34, Section 1 General Rules and Regulations, setting forth items governing conduct within the Port areas; and

WHEREAS, Safe, controlled, and unobstructed access to Ferry terminals at the Downtown and China Basin Ferry terminals is of vital importance to the Port's passenger ferry operations; and

WHEREAS, Port staff has assessed the vessel operations at the ferry terminals and recommends that no embarking or disembarking of persons be allowed without prior consent of the Port and that no mooring of vessels on or immediately in front of the ferry terminals be allowed without prior consent of the Port; and

WHEREAS, Port Staff has assessed the vessel traffic at the China Basin Ferry Terminal and recommends that no person is to navigate the waters of China Basin at a speed greater than five nautical miles per hour (5 knots); and

WHEREAS, The San Francisco Police Code article 23 section 1612 states that noncompliance with orders of the Commission is a misdemeanor; and

WHEREAS, In order to allow the San Francisco Police Department the flexibility to enforce the rules of Tariff No.4, the Port Commission recommends that violations should be chargeable as either a misdemeanor or an infraction with monetary fines; and

WHEREAS, Board of Supervisors approval is necessary to amend the San Francisco Police Code Article 23, Section 1612 to allow violations to be charged as an infraction with punishment being a monetary fine; now, therefore be it

RESOLVED, That Port Tariff No. 4, Rule No.34, Section 1 General Rules and Regulations be amended to include the following:

San Francisco Port Tariff No.4
Rule 34
Section 1 General Rules and Regulations

Item 133 Embarking or Disembarking Persons at Ferry Terminals without Consent of the Executive Director

It shall be unlawful for any vessel to land at the Downtown Ferry Terminals or the China Basin Ferry Terminals for the purpose of embarking or disembarking persons at these facilities without the prior consent of the Executive Director.

Item 134 Mooring at any Wharf, Dock or Landing without the consent of the Executive Director

It shall be unlawful for any person to make any vessel fast, or to cause or permit any vessel to be made fast, to any wharf, dock or landing, or to cause or permit any vessel to remain fastened to any wharf, dock or landing, or to be or remain moored immediately in front thereof, without the consent of the Executive Director. It shall be unlawful for any vessel to remain fastened to any wharf, dock or landing, or to remain moored immediately in front thereof, after the consent to so remain fastened or moored has been revoked or withdrawn by the Executive Director.

Any vessel made fast to or moored in front of any wharf, dock or landing, or remaining fastened to moored in front of any wharf, dock or landing, in violation of this Item, shall be guilty of a misdemeanor or an infraction and further shall be subject to removal by or at the order of the Executive Director and at the expense of such vessel, and its agent or owner, to such other place as the Executive Director may direct.

Item 158 Rule governing Speed of Vessels within China Basin

(a) It shall be unlawful for any person to navigate any vessel within any portion of the navigable waters of China Basin at a speed greater than five nautical miles per hour. For the purposes of this rule, China Basin refers to the waters bounded by the imaginary line drawn from the northeast corner of Pier 48 to the breakwater of the South Beach Yacht Harbor, continuing westward to the Third Street (Lefty O'Doul) Bridge.

(b) Notwithstanding any rule or regulation contained herein with respect to speed of vessels, it shall be unlawful for any person to operate any vessel in a reckless or negligent manner, or in any manner so as to endanger any other vessel, mooring facility, or the life, limb or property of any person.

and, be it further

RESOLVED, That the Port Commission recommends and requests that the Board of Supervisors amend the San Francisco Police Code Article 23, Regulation for Port Area, Section 1612 Penalties, read as follows:

ARTICLE 23 REGULATION FOR PORT AREA

SEC. 1612. NONCOMPLIANCE WITH ORDERS OF COMMISSION AS MISDEMEANOR **[OR INFRACTION.**

Sec. 16.12 Penalties.]~~{.~~
~~}~~ Every master, agent, or owner of any vessel, who does not obey the lawful orders or directions of the Commission in any matter pertaining to the regulations of the harbor, or the removal or stationing of any vessel~~{, is}~~ **[shall be deemed]** guilty of a misdemeanor **[or an infraction. The complaint charging such violation shall specify whether the violation is a misdemeanor or infraction, which decision shall be that of the District Attorney; provided, however, that whenever a person has been arrested and incarcerated based solely on the violation or violations of this Code, he or she shall retain the right at the time of arraignment or plea to object to the offense being made an infraction, in which event the complaint shall be amended to charge the misdemeanor and the case shall proceed on the misdemeanor complaint.**

Upon convictions of a violation charged as an infraction, the person so convicted shall be punished for the first offense by a fine of not less than $50 nor more than $100, and for a second and each additional offense by a fine of not less than $150 nor more than $250.

Upon conviction of a violation charged as a misdemeanor, the person so convicted shall be punished by a fine of not more than $500 or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment].

and, be it further

RESOLVED, That the staff of the Port of San Francisco Port Commission is hereby directed to take all steps necessary and proper to carry out this resolution.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of May 9, 2000.

_____
Secretary

PORT OF SAN FRANCISCO

Ferry Building
San Francisco, CA 94111
Telephone 415 274 0400
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MEMORANDUM

May 23, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Authorization to enter into a contract with the consultant team led by Sedway Group to provide Maritime Cargo and Industrial consulting services for determination of future maritime land use needs at the Port.

DIRECTOR'S RECOMMENDATION: AUTHORIZE STAFF TO ENTER INTO CONTRACT WITH THE CONSULTANT TEAM LED BY SEDWAY GROUP

BACKGROUND

Request for Proposals for Maritime Cargo & Industrial Consulting Services

On March 23, 1999, the Port Commission, by Resolution No. 99-03, requested that a Maritime Advisory Panel be established to work with the Port to develop a maritime cargo and industrial plan for the port.

Since that time the Maritime Commerce Advisory Committee has been formed with fourteen members representing the varied maritime industries at the Port, including; organized labor, marine terminal operators, cargo shipping users, maritime industrial and warehouse users, excursion and ferry operators and the U.S. Maritime Administration.

We are now proceeding with the development of the Maritime Cargo and Industrial plan for the port. The Port has sought assistance from a consultant team, due to the specialized nature of the work, with the necessary expertise to develop the plan.

THIS PRINT COVERS CALENDAR ITEM NO. 5C

Consultant Request for Qualifications

On September 17, 1999, Port staff issued a request for qualifications from teams of consultants with multidisciplinary expertise to provide consulting services for waterfront planning and development projects ("Consultant RFQ"). The purpose of this Consultant RFQ was to create a list of Qualified Consultant Teams from which the Port could solicit proposals for planning and development consulting services, including the Maritime Cargo & Industrial plan.

As indicated in the informational presentation to the Port Commission at its November 17, 1999 meeting, responses to this request for qualifications were received from the following six consultant teams (listed alphabetically by the Lead Consultant):

- Bay Area Economics
- Economic & Planning Systems
- Economic Research Associates
- Hausrath Economics
- Keyser Marston Associates, Inc.
- Sedway Group

Consultant Request for Proposals

On April 14, 2000, Port staff requested proposals from five of the six Qualified Consultant Teams to provide Maritime Cargo and Industrial consulting services ("Consultant RFP"). The indicated scope of work was as follows:

A) Maritime Cargo & Industrial Market Analysis

Analysis will be based on all areas of the waterfront with emphasis on those facilities and land South of China Basin, and review of facilities currently designated for maritime use in the Northern Waterfront. (A map of the areas to be included is included in the Port of San Francisco Waterfront Land Use Plan on page 51A)

- Analyze, quantify and assess trends for the Port's current maritime and/or industrial uses. Special emphasis to be placed on all maritime commerce, especially containerized, breakbulk, cargo ferries and other cargo commodities.

- Identify new opportunities for potential maritime/industrial uses, with priority given to warehousing that supports the cargo terminals, new waterborne opportunities and layberthing. The study shall assess other warehousing and light manufacturing business opportunities within the Port of San Francisco designated areas.

- Survey other Bay Area ports for competitive advantages and disadvantages including land lease rates. This is to include analysis of on-dock and off-dock facilities that support the terminals.

B) Facility/Land Use Requirements for Maritime Cargo and Industrial uses.

- Based on findings from the Market Analysis assess Port land needs for warehouses, container freight stations, foreign trade/enterprise zone designations, paved land, laydown spaces, silos, berths and light manufacturing facilities.

- Based on above, assess Port's maritime cargo and industrial needs for current unused properties.

C) Infrastructure Requirements

Based on above findings in Sections "A" and "B" assess what infrastructure improvements will be necessary to accommodate future growth as well as maintain current level of activity. This should include:

- Access to Port facilities for rail, truck, barge, cargo ferry and cargo ships

- Cargo Terminal upgrades including Electronic Data Interchange (EDI) capacity, cranes gates, etc.

- Warehouse upgrades including truck bays, rail access, etc.

Funding for this consulting work would be from the Pre-Development Studies Account (CPO 667) of the Port's Fiscal Year 1999/00 Capital Plan.

We anticipate that the final plan will be finished and ready to present to the Port Commission by late September or early October, 2000.

Respondents were requested to indicate in their proposals:
1. Their approach to providing consulting services.
2. Their previous experience with similar projects.
3. Their fee proposal.
4. Their compliance with certain City requirements.
5. Their compliance with Human Rights Commission requirements.
6. A conflict of interest statement.

The evaluation criteria indicated in the Consultant RFQ consisted of:
1. Their approach to consulting services (45 points);
2. The experience of Lead Consultant, sub-consultants and assigned project staff (45 points); and
3. The fee proposal (10 points);

Rating bonuses were indicated to be in effect pursuant to Chapter 12D of the San Francisco Administrative Code.

Responses to the Consultant RFP were received from Hausrath Economics Group and the Sedway Group. The following table indicates the members of these two consultant teams, their fee proposal and whether the Lead Consultant is a MBE or WBE.

Lead Consultant:	**Hausrath Economics Group**	**Sedway Group**
Sub-Consultants:	The Tioga Group CH2M Hill Commerce and Maritime	Jordan Woodman Dobson Martin Associates
Fee Proposal:	$261,364.00	$123,500.00
Lead Consultant Certified MBE or WBE:	No	Yes

EVALUATION OF PROPOSALS AND RECOMMENDATION

The two proposals submitted in response to the Consultant RFP were evaluated by a four-member selection committee comprised of Port staff, using the evaluation criteria indicated in the Consultant RFP. The selection committee rated the proposal submitted by the consultant team led by Sedway Group, higher than the proposal submitted by the consultant team led by the Hausrath Economics Group.

The consultant team led by Sedway Group received the highest overall score from the selection committee, both before and after applying rating bonuses pursuant to Chapter 12D of the San Francisco Administrative Code.

Port staff therefore recommends that the Port Commission authorize Port staff to enter into a contract with the consultant team lead by Sedway Group for the consulting services and the contract parameters indicated above in this Memorandum.

Prepared by: Jill Simpson
Maritime Marketing Manager

SAN FRANCISCO PORT COMMISSION

AGENDA SHEET

ORIGINATOR: Peter Dailey, Director, Maritime

DATE: May 23, 2000

AGENDA ITEM TITLE: Authorization to enter into a contract with the consultant team led by Sedway Group to provide Maritime Cargo and Industrial consulting services for determination of future maritime land use needs at the Port.

Please initial at the appropriate line

EXECUTIVE	_____
DIRECTOR, Maritime Services	_____
DIRECTOR, Real Estate	_____
DIRECTOR, Planning and Development	_____
DIRECTOR, Administration	_____
DIRECTOR, Facilities and Operations	_____
CITY ATTORNEY	_____
COMMISSION SECRETARY	_____
EXECUTIVE DIRECTOR	_____

INSTRUCTIONS: Agenda items require the following:
*30 copies of cover Memorandum on stationery
*30 copies of all supporting documentation
*30 copies of the resolution

*10 copies of which shall be hole-punched for the Commission

Please return *all Originals* (cover memorandum, resolution and supporting documentation) to the Commission Secretary. A signed copy of the entire package will be sent to you for your files.

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-45

WHEREAS, the Port Commission, on March 23, 1999 by Resolution 99-03, authorized the development of a Maritime Cargo and Industrial Plan

WHEREAS, Port staff on September 17, 1999 issued a request for qualifications from teams of consultants with multidisciplinary expertise to provide consulting services for waterfront planning and development projects, ("Consultant RFQ"), and Port staff, with the assistance of representatives of the Human Rights Commission, undertook good faith efforts to ensure that disadvantaged minority and woman owned business enterprises were given an opportunity to submit a proposal or participate on a consultant team as a sub-consultant; and

WHEREAS, responses were received to this RFQ from six consultant teams, all of which were determined by Port staff to met the Minimum Qualifications indicated in the RFQ, and all six consultant teams were placed on the list of Qualified Consultant Teams from which the Port could solicit proposals for specific consulting contracts; and

WHEREAS, On April 14, 00, Port staff requested proposals from five of the six Qualified Consultant Teams to provide Maritime Cargo and Industrial consulting services ("Consultant RFP").

WHEREAS, responses to this Consultant RFP were received from two consultant teams, led by Hausrath Economics Group and the Sedway Group,

WHEREAS, a selection committee comprised of Port staff evaluated the two proposals using the evaluation criteria indicated in the Consultant RFP, and rated the proposals submitted by the consultant teams led by the Sedway Group higher than that submitted by the consultant team led by Hausrath Economics Group, and, now therefore be it

RESOLVED, that the Port Commission hereby authorizes and directs the Executive Director of the Port, or his designee, to enter into a contract with the Sedway Group for the consulting services indicated in the Memorandum for Agenda Item No. 5D for the May 30, 2000 Port Commission meeting.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 30, 2000.

_____

Secretary

PORT OF SAN FRANCISCO

Ferry Building
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MEMORANDUM

May 22, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian Thomas McWilliams, Vice-President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong pqdfw
Executive Director

SUBJECT: APPROVAL OF FOURTH AMENDMENT TO LEASE NO. L-10446 WITH KIRA MIKAZON, AN INDIVIDUAL AFFECTING PIER 33, SOUTH (THE EMBARCADERO AT BAY STREET).

DIRECTOR'S RECOMMENDATION: APPROVE OF FOURTH AMENDMENT TO LEASE NO. L-10446 WITH KIRA MIKAZON, AN INDIVIDUAL AFFECTING PIER 33, SOUTH (THE EMBARCADERO AT BAY STREET).

BACKGROUND:

In 1980, the Port Commission approved Lease No. L-10446 with Embarcadero Enterprises, Inc., a California corporation affecting the whole of Pier 33, South for a term of 30 years (Port Commission Resolution 80-83).

In 1983, the Port Commission approved an Assignment and Amendment to Lease No. L-10446, amending the terms of the lease and assigning Embarcadero Enterprises, Inc.'s interest to Pier 33, Incorporated, a California corporation. (Port Commission Resolution No. 83-30)

THIS PRINT COVERS CALENDAR ITEM NO. 6A

In 1984, the Port Commission approved Second Amendment to Lease No. L-10446 (Port Resolution (84-23) which amendment effected certain corrections to the lease and added certain provisions to the lease for the benefit of future lenders.

In 1995, the Port Commission approved a Third Amendment to Lease No. L-10446 (Port Resolution No. 95-14) which amendment further modified the terms of the lease for the benefit of a proposed lender and which amendment modified the lease percentage rent clause and granted to the Port a right to terminate the lease to effect a "Port Project". The loan anticipated by the 1995 amendment was never funded.

On April 12, 2000, the Port Commission approved an Assignment of Lease No. L-10446 from Pier 33, Incorporated, a California corporation to Kira Mikazon, an individual (Port Commission Resolution No. 00-31). That assignment is contingent upon the approval by the Port Commission and the Board of Supervisors of the City and County of San Francisco of the proposed Fourth Amendment to Lease.

The Third Amendment to Lease provides, in part, that should the Port exercise its right to terminate the lease for a Port project, the Port would be owed a "termination fee to the lender of any loan secured by the Leasehold equal to the then outstanding principle balance of any loan. The Port's obligation regarding this "termination fee" is capped at $546,000.00. The provisions do not require any loan amortization, thereby permitting a situation whereby the Port could be responsible for the repayment of the entire loan amount of an "interest only" loan.

Whereas, the previous "termination fee" provisions applied to any loans secured at any time, the proposed Fourth Amendment makes the "termination fee" applicable only to a loan or loans put in place by not later than October 15, 2000 and requires that the principle balance related to any "termination fee" must be based on the original loan balance as fully amortized over the remaining term of the lease at the interest rate set forth in the original lease documents. The total loan amount is not charged. However, the Fourth Amendment restricts the loan amount to loans secured between March 15 and October 15, 2000.

The Third Amendment also modified the Percentage Rent provisions of the lease requiring the tenant to pay to the Port 30% of all gross receipts from the facility subtenants in excess of $27,500.00 per month (annualized $330,000.00). To date, no percentage rent has been due or payable. However, that situation should soon change as the older long term office subleases no in effect expire and the subleased premises are relet at today's higher rates.

The proposed Fourth Amendment modifies the Percentage Rent provisions of the lease requiring that the amount of any percentage rents payable for the previous year become part of the minimum rent obligation in succeeding years, thereby protecting the Port from any cash flow loss resulting from an economic down turn.

The proposed Fourth Amendment to Lease also incorporates the new City Requirements required of all new Port Leases (Non-Discrimination, Tropical Hardwood Ban, Pesticides Prohibition, Burma – Myanamar Business Prohibition and the First Source Hiring).

Port staff has negotiated the terms of a proposed Fourth Amendment to Lease incorporating the above discussed modifications.

If approved by the Port Commission, the proposed Fourth Amendment to Lease also must be approved by the Board of Supervisors of the City and county of San Francisco.

Recommendation: Port staff recommends approval of the proposed Fourth Amendment to Lease No. L-10446.

Prepared by: Nicolas J. Dempsey, Nicolas J. Dempsey, Senior Commercial Leasing Manager

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-46

WHEREAS, Section 3.581 of the Charter of the City and County of San Francisco empowers the San Francisco Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port Jurisdiction; and

WHEREAS, Kira Mikazon, the tenant under Port Lease No. L-10446 has requested certain modifications to Port Lease No. L-10446 to the benefit of future lenders; and

WHEREAS, Kira Mikazon has agreed to certain financial and material modifications to the lease in return for the Port's agreement to such lender friendly modifications; and

WHEREAS, Port staff has negotiated the terms of a proposed Fourth Amendment to Lease No. L-10446 on terms and conditions consistent with those outlined in the Memorandum to the Port Commission for Agenda Item 6A of the Port Commission meeting on May 30, 2000, a copy of which Fourth Amendment to Lease was available for public inspection with the Port Commission Secretary; now therefore be it

RESOLVED, that the San Francisco Port Commission hereby approves the Fourth Amendment to Lease No. L-10446 on the terms and conditions contained therein and as outlined in the Memorandum to the Port Commission on May 30, 2000 in substantially such form of such Fourth Amendment to Lease No. L-10446 on file with the Port Commission Secretary; and be it further

RESOLVED, that the Port Commission authorizes and directs the Executive Director of the Port to forward the Fourth Amendment to Lease No. L-10446 to the Board of Supervisors of the City and County of San Francisco for its approval; and be further

RESOLVED, that the Port Commission authorizes and directs the Port Executive Director, after approval of said Fourth Amendment to Lease No. L-10446 by the Board of Supervisors of the City and County of San Francisco, to execute the Fourth Amendment to Lease No. L-10446 in such form as may be approved by the City Attorney.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of October 12, 1999.

_____
Secretary

PORT OF SAN FRANCISCO

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MEMORANDUM

May 17, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: Authorization for staff to advertise the Request for Bids to supply the Pier 1 Furniture, Fixture and Equipment, at a base cost of approximately $500,000, with the right to purchase additional product, as additional funds become available.

DIRECTOR'S RECOMMENDATION: THAT THE COMMISSION AUTHORIZE STAFF TO ADVERTISE THE REQUEST FOR BIDS TO SUPPLY THE PIER 1 FURNITURE, FIXTURES AND EQUIPMENT AT A BASE COST OF APPROXIMATELY $500,000, WITH THE RIGHT TO PURCHASE ADDITIONAL PRODUCT ON THE BID'S FIXED UNIT COST BASIS THROUGHT THE YEAR 2001, AS ADDITIONAL FUNDS BECOME AVAILABLE, TO AN ESTIMATED MAXIMUM COST OF $950,000.

BACKGROUND

The administrative offices of the Port of San Francisco will be moving to Pier 1 as part of the plan to vacate the Ferry Building prior to the commencement of the Ferry Building Renovation Project. Construction of the Port's space is underway, as a component of the Development Agreement with AMB Property Corporation. Move Coordination services will be provided, as approved by the Commission, by the Johns/Rife Group.

The Commission has approved funding of new furniture, fixtures and equipment for the Port's administrative offices at Pier 1 as part of the Fiscal Year 1999-2000 and 2000-2001 Budgets.

This Print Covers Calendar Item No. 7A

Through this Commission action item, Port staff seeks authorization to advertise a Request for Bids for the Furniture, Fixture and Equipment needed for the Port's new administrative offices at Pier 1.

The request for bids must be advertised prior to the end of this fiscal year in order for the products to be ordered, shipped and installed in time for the December 2000 move to Pier 1. This schedule dictates that the bid be advertised no later than May 30, 2000.

The estimated total cost to purchase the needed quantity of products to replace all workstations, to add necessary space-saving file systems and to provide the correct, ergonomic furniture and equipment for staff is $950,000. Of this total, approximately $500,000 will be available at the time of advertisement, which will occur in the current 1999-2000 Fiscal Year. For this reason, the contract will be structured so that additional products covered by the successful bid on a fixed unit cost basis may be purchased, as additional funds become available in Fiscal Year 2000-2001 and the first half of Fiscal Year 2001-2002.

The expenditure through December of 2001 is estimated at $950,000, and is included in the 1999-2000 and 2000-2001 Budgets as approved by the Port Commission. If bid results indicate cost increases in excess of the 1999 estimate, staff may recommend that additional funds be allocated for this purpose from the 2001-2002 Fiscal Year Budget.

Prepared by Mary Ilyin, Pier 1 Relocation Project Manager

For Cliff Jarrard, Chief Harbor Engineer

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-42

WHEREAS, the Port Commission has previously authorized the relocation of the administrative offices of the Port of San Francisco to Pier 1, as part of the Pier 1 Development Agreement with AMB Property Corporation; and

WHEREAS, the Port Commission previously approved the funding request for the Pier 1 Relocation Project, and

WHEREAS, the Port Commission authorized staff to negotiate a contract with the Johns/Rife Group for specialized move coordination consulting services to facilitate the move of Port's offices to Pier 1; and

WHEREAS, the Port Commission previously approved the funding from the Fiscal Year 1999-2000 Budget for new furniture, fixtures and equipment for the Port's administrative offices at Pier 1; and

WHEREAS, the estimated cost to purchase the needed quantity of products to replace all office workstations, add necessary space-saving file systems and to provide the correct, ergonometric furniture and equipment for Port staff is $950,000; now therefore be it

RESOLVED, that the Port Commission hereby authorizes Port staff to advertise the Request for Bids to supply Pier 1 Furniture, Fixture and Equipment, at a base cost of approximately $500,000, with the right to purchase additional product on the bid's fixed unit cost basis through the year 2001, as additional funds become available, to an estimated maximum cost of $950,000.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 30, 2000.

_____
Secretary

I:\Cliff\Commission\Pier 1\Advertise FF&E RFP

PORT OF SAN FRANCISCO

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MEMORANDUM

May 30, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director

SUBJECT: VACATION OF PORTIONS OF VARIOUS UNIMPROVED STREETS AND MEMORANDUM OF UNDERSTANDING WITH THE CITY'S RECREATION AND PARK DEPARTMENT TO FACILITATE CONSTRUCTION OF INDIA BASIN SHORELINE PARK AND OPEN SPACE.

DIRECTOR'S RECOMMENDATION: APPROVAL TO PROCEED WITH THE STREET VACATION PROCESS AND PREPARATION OF A M.O.U. WITH THE CITY'S RECREATION AND PARK DEPARTMENT.

In 1994, the City's Recreation and Park Department (RPD) obtained a BCDC permit to construct the 6.9 acre India Basin Shoreline Park and 4.5 acre India Basin Open Space located south of Pier 98. RPD has completed construction of the India Basin Shoreline Park, but has yet to construct the Open Space. Much of the land for the park and open space was obtained from private property owners. However, some land within the project area consisted of street rights-of-way that had never been developed into public streets. These so-called "paper streets" were created by the Salt Marsh and Tideland Map legislation of 1869. Some portions of these "paper streets" are located within the Port's jurisdiction and under Port ownership, and other portions are within the Department of Public Works' jurisdiction. Exhibit A identifies the location of the existing park and the proposed open space (shaded areas), the "paper streets", and the Port Jurisdiction Line. Exhibit B more precisely shows the street vacation areas and the parcels obtained from private property owners.

THIS PRINT COVERS CALENDAR ITEM NO. **8A**

In 1995, former Port Executive Director Dennis Bouey informed RPD that the Port's "paper streets" would be available as land contribution toward the project. These "paper streets", as shown on Exhibit A and B, consist of 1.3 acres of land for the park and 2.2 acres of land for the open space.

Construction of India Basin Shoreline Park and Open Space are both identified in the Port's Waterfront Land Use Plan as appropriate public access improvements to "enhance the public's appreciation of the waterfront by providing greater opportunities for access in a manner which does not compromise the efficiency of maritime operations". Port staff will endeavor to work with BCDC staff to document and receive recognition of this Port contribution to public access improvements in the Southern Waterfront.

In order for RPD to utilize the Port properties for open space and park purposes, the street rights-of-ways must be extinguished through a formal vacation process as required by the State Highways Code. However, the requisite street vacation process was never undertaken. The Port and RPD had intended to enter into a Memorandum of Understanding (M.O.U.) to memorialize the use and responsibilities for the Port's property. However, the M.O.U. was never prepared or executed between the Port and RPD. The M.O.U. is required to assign responsibility to RPD for constructing and maintaining the park and open space, and for RPD to assume all liability associated with the project.

Port staff is recommending that the Port property ("paper streets") shall be made available for use by RPD for this park and open space, without any monetary compensation from RPD. If the Port were to require an annual lease payment for the property, the park and open space project would be cost prohibitive for RPD.

Therefore, through this agenda item Port staff requests approval to proceed with the necessary street vacation process for the completed India Basin Shoreline Park and the yet to be constructed India Basin Open Space. Port staff will work with RPD, the City Department of Public Works and the City Department of Real Estate to complete this process in accordance with the State Highways Code. To complete the formal street vacation process, the Department of Real Estate will prepare formal legislation for approval by the Board of Supervisors. However, before the legislation is brought to the Board of Supervisors, Port staff will present to the Port Commission the street vacation legislation and a legal description of the subject property ("paper streets") for review and approval.

Port staff also requests approval to proceed with the drafting of a M.O.U. consistent with the prior discussions between the Port and RPD. The M.O.U. shall require that RPD shall assume all liabilities and expenses for the construction, operation and maintenance of the

trust properties, and that the Port shall permit RPD's use of such properties without requiring monetary compensation. Port staff intends to present the final M.O.U. to the Port Commission for review and approval at the same time the street vacation legislation is presented for approval.

Prepared by: Paul Osmundson
Director of Planning and Development

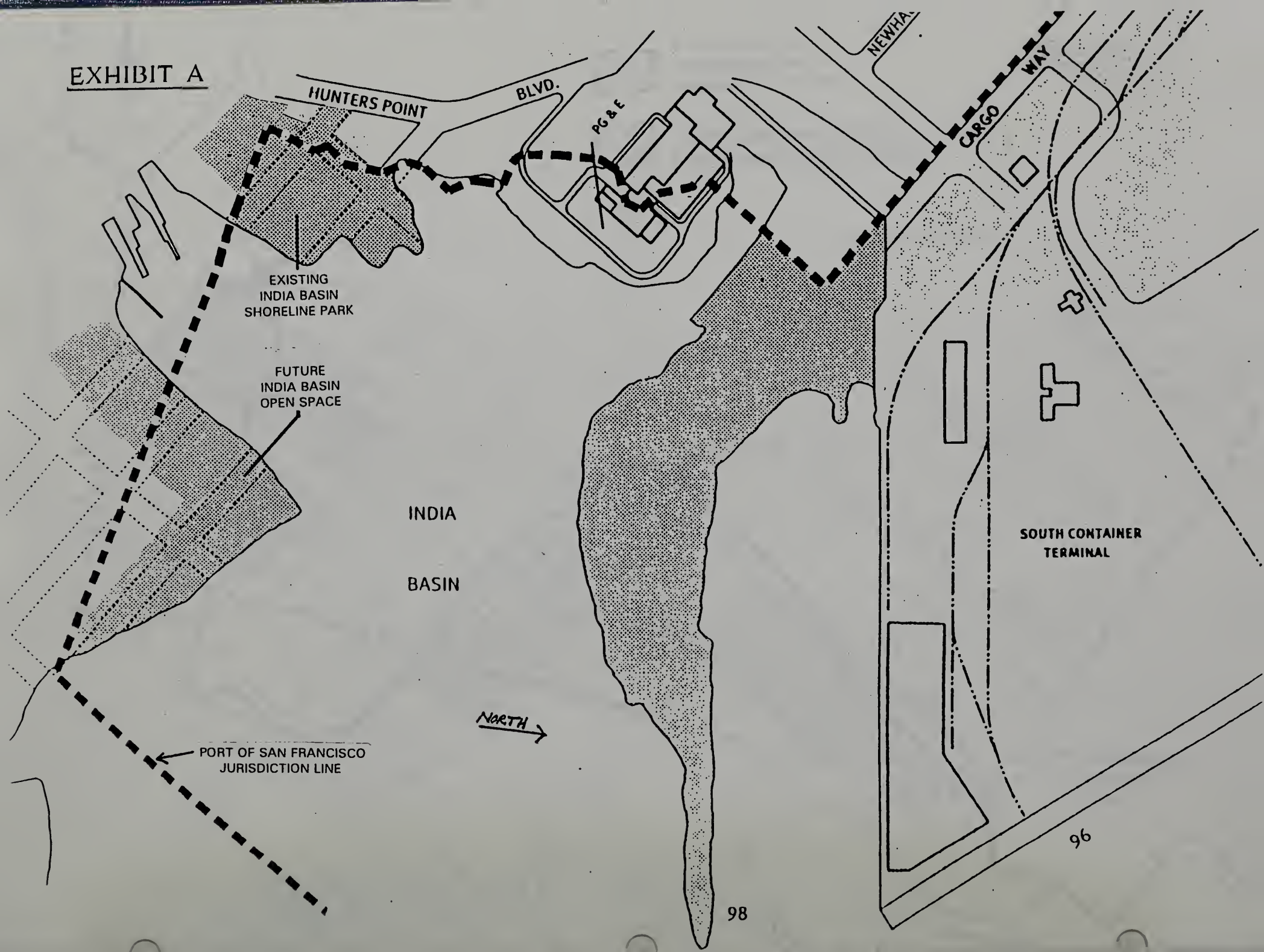
EXHIBIT A
HUNTERS POINT
BLVD.
PG & E
NEWHA
CARGO WAY
EXISTING
INDIA BASIN
SHORELINE PARK
FUTURE
INDIA BASIN
OPEN SPACE
INDIA
BASIN
SOUTH CONTAINER
TERMINAL
NORTH
PORT OF SAN FRANCISCO
JURISDICTION LINE
96
98

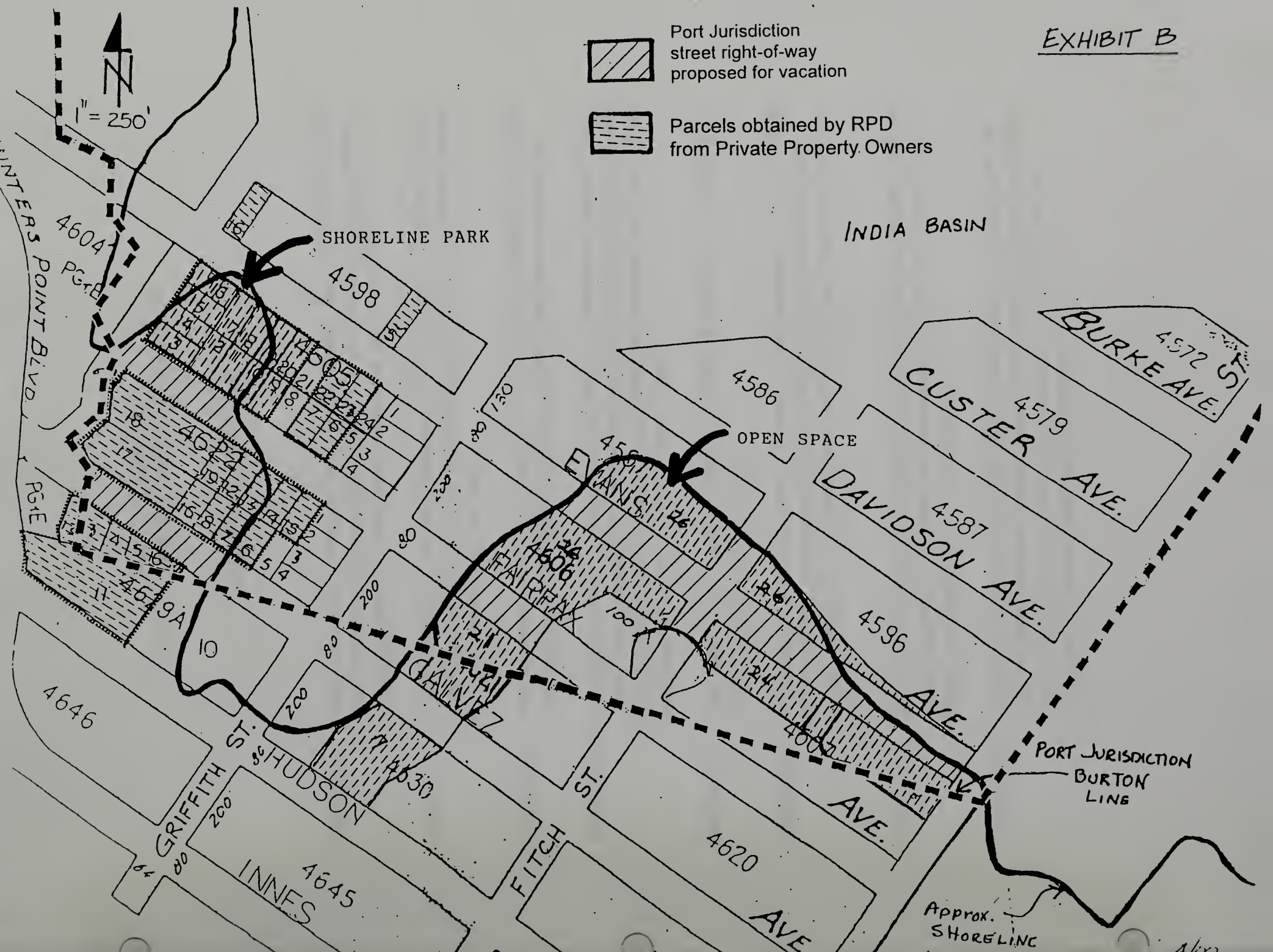
EXHIBIT B
Port Jurisdiction
street right-of-way
proposed for vacation
Parcels obtained by RPD
from Private Property Owners
N
1" = 250'
INDIA BASIN
SHORELINE PARK
OPEN SPACE
4604
4598
4605
4624
4606
4630
4646
4645
4586
4579
4587
4596
4572
4620
INNES
EVANS
FAIRFAX
GANTZ
CUSTER AVE.
DAVIDSON AVE.
BURKE AVE.
AVE.
ST.
HUDSON
GRIFFITH
FITCH
PORT JURISDICTION
BURTON
LINE
Approx.
SHORELINE
PG&E
130
80
200
100
64

PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-41

WHEREAS, Under the City and County of San Francisco Charter, Section B3.581, the Port of San Francisco has the authority and duty to use, conduct, operate, maintain, manage, regulate and control lands within Port jurisdiction; and

WHEREAS, the City Recreation and Park Department (RPD) wishes to complete the India Basin Shoreline Park and Open Space projects in the Southern Waterfront and Bayview-Hunters Point area; and

WHEREAS, these proposed projects are in the public interest and are identified in the Port's Waterfront Land Use Plan as appropriate public access improvements; and

WHEREAS, these public access projects encompass portions of unimproved streets ("paper streets") were created by the Salt Marsh and Tideland Map of 1869 and which are located within Port Jurisdiction and under Port ownership as shown on the maps attached hereto as Exhibits A and B; and

WHEREAS, such "paper streets" must be vacated to extinguish the street use in accordance with the State Highway Code; and

WHEREAS, RPD wishes to enter into a Memorandum of Understanding (M.O.U.) with the Port to construct, maintain and assume liability of Port properties ("paper streets") within the India Basin Shoreline Park and Open Space project areas; and

WHEREAS, the Port Commission acknowledges that the use of the Port property shall not require monetary compensation, because such payments would make the project cost prohibitive; now, therefore, be it

RESOLVED, that the Port Commission hereby approves and directs Port staff to proceed with the requisite street vacation process and to bring this matter back to the Port Commission after necessary legislation, survey information, and documentation is completed; and be it further

RESOLVED, that the Port Commission hereby approves and directs Port staff to proceed with drafting of a M.O.U. whereby RPD shall be allowed to use the Port property without monetary compensation and RPD shall assume all liability and expense for the construction, operation and maintenance of the property, and that staff shall present the final M.O.U. to the Commission for approval; and be it further

RESOLVED, that the Port Commission directs Port staff to work with BCDC staff to document and seek recognition of this Port contribution to public access improvements in the Southern Waterfront area.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 30, 2000.

_____
Secretary

PORT OF SAN FRANCISCO

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MEMORANDUM

May 19, 2000

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Brian McWilliams, Vice President
Hon. Denise McCarthy
Hon. Michael Hardeman
Hon. Pius Lee

FROM: Douglas F. Wong
Executive Director fo for

SUBJECT: Resolution authorizing the Executive Director to apply for, accept and expend up to $100,000 from the State Coastal Conservancy's San Francisco Bay Area Conservancy Program and/or other Conservancy programs for planning and design of Brannan Street Wharf (Resolution No. 00-40).

DIRECTOR'S RECOMMENDATION: APPROVE RESOLUTION

1. BACKGROUND

The State Coastal Conservancy San Francisco Bay Area Conservancy program provides funding for open space projects accessible to urban populations for open space, recreational, and educational purposes. The Brannan Street Wharf is an open space project that will add a bayfront urban park to serve the growing South Beach/Rincon Point neighborhood, the City, and entire region.

Located on the Bay Trail, the Brannan Street Wharf will provide the neighborhood with a central community open space and will complement the adjacent proposed cruise terminal development at Piers 30-32. It will be located at the Delancey Street light-rail stop on The Embarcadero in the heart of the South Beach Waterfront. It will replace deteriorated Piers 34-36. Brannan Street Wharf will provide the neighborhood with a central public park on the Bay adjacent to the Herb Caen Promenade along The Embarcadero. It will provide opportunities to walk out over the water on a pier or wharf, quiet spaces to enjoy spectacular views, and a place for regional events. This open space will serve the adjacent South Beach/Rincon Point neighborhood and fulfill a regional role as a major destination for events such as major fireworks displays, public access for

visitors to Pacific Bell Ball Park, and opportunities to view cruise ships at the Port's proposed cruise terminal development on Piers 30-32.

The Coastal Conservancy grant would be used to fund a planning and design team to complete the plans for the project. The planning and design process will be a collaborative effort involving the Port, BCDC, "Save the Bay", South Beach residents, the South Beach/Rincon Point Citizens Advisory Committee, the new cruise terminal developers, the City's Planning Department, the City's Recreation and Parks Department, and other interested organizations. The results of this collaborative process will be the creation of a detailed program for the site, including cost estimates and a funding strategy for all project components.

This project in addition, is significant because it was identified in the Waterfront Land Use Plan and the Waterfront Design & Access Element adopted by the Port Commission in June 1997. The Brannan Street Wharf is an integral part of the public benefits project, which has been incorporated into the draft amendment to BCDC's plan, released for public review on May 16, 2000.

Brannan Street Wharf is a project that will serve a neighborhood community and entire region and is strongly supported by many environmental organizations like Save the Bay, neighborhood associations, city and regional public agencies.

2. SCHEDULE

The planning and design phase is estimated to be complete in Fall 2001. The proposed schedule is as follows:

- Spring/Summer 2000 — Formation of community and agency planning committee
- Summer - Fall 2000 — Planning/Design Workshops
- Fall 2000-Winter 2001 — Prepare environmental documents
- Spring 2001 — Additional public review, prepare final report, cost estimate, identify funding strategy for construction phase of the project
- Fall 2001 — Complete final design

3. FUNDING

To fund the Brannan Street Wharf Project, the Port seeks the Commission's approval to apply for a $100,000 grant from the Coastal Conservancy. The Port will provide a local match of $50,000 of Port funds.

Port staff requests that the Port Commission approve the proposed resolution to apply for a grant from the California Coastal Conservancy in the amount of $100,000 to fund the planning and design of the Brannan Street Wharf.

Prepared by: Veronica Sanchez, Manager, Governmental Affairs Office

PORT COMMISSION
CITY & COUNTY OF SAN FRANCISCO

RESOLUTION NO. 00-40

WHEREAS, The San Francisco Bay Area Conservancy Program's goals are to: (1) protect, restore, and enhance natural habitats throughout the nine-county area; (2) improve public access and related facilities to and around the Bay, its surrounding hills, and the coast; and (3) promote projects that provide open space that is accessible to urban populations for recreational and educational purposes; and

WHEREAS, The Port of San Francisco has identified the Brannan Street Wharf project in its adopted Waterfront Land Use Plan and Design & Access Element as an open space project that will add a bayfront urban park to serve the South Beach/Rincon Point neighborhood and entire region; and

WHEREAS, The Brannan Street Wharf project is also a significant component of the implementation of public benefits projects identified in the Port, Bay Conservation and Development Commission, and Save the Bay Principles of Agreement for the San Francisco Waterfront; and

WHEREAS, This action is within the scope of the Waterfront Land Use Environmental Impact Report, certified by the City's Planning Commission on January 9, 1997, pursuant to which the Port Commission adopted findings by Resolution No. 97-50 which EIR adequately described the Brannan Street Wharf project; and

WHEREAS, Prior to approving any action to allow construction of the Brannan Street Wharf, the specific design and construction of the project will be subject to environmental review to determine whether additional analysis would be required in addition to that contained in the FEIR; now, therefore, be it,

RESOLVED, That the San Francisco Port Commission does hereby authorize the Executive Director to apply for, accept and expend California Coastal Conservancy San Francisco Bay Area Conservancy Program Funds and or other Conservancy programs in the amount of $100,000 for the design and planning phase of the Brannan Street Wharf Project.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of May 30, 2000.

_____

Secretary

DOCUMENTS DEPT.

JUN - 9 2000

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SAN FRANCISCO
PORT COMMISSION

MAY 30, 2000
MINUTES OF THE SPECIAL MEETING

MEMBERS, PORT COMMISSION

HON. KIMBERLY BRANDON, PRESIDENT
HON. BRIAN McWILLIAMS, VICE PRESIDENT
HON. DENISE McCARTHY
HON. MICHAEL HARDEMAN
HON. PIUS LEE

DOUGLAS F. WONG, EXECUTIVE DIRECTOR

CITY & COUNTY OF SAN FRANCISCO
PORT COMMISSION

MINUTES OF THE SPECIAL MEETING
4:00 P.M., TUESDAY, MAY 30, 2000

1. ROLL CALL

Commission President Kimberly Brandon called the meeting to order at 4:16 p.m. The following Commissioners were present: Kimberly Brandon, Denise McCarthy, Michael Hardeman and Pius Lee. Commissioner Brian McWilliams was not present.

2. APPROVAL OF MINUTES

3. EXECUTIVE

A. Executive Director's Report: Director Douglas Wong reported the following:

1) Annual Report: He thanked Renee Dunn, Manager of Public Relations, for her work on the annual report.

2) Alex Lee, Director of Facilities & Operations read the proclamation for Gary Olson, the late Maintenance Superintendent and Commissioner Brandon presented the proclamation to Gary Olson's wife.

4. CONSENT CALENDAR

5. MARITIME

A. Approval of Five-Year Marine Terminal Agreement for Compania Chilean de Navegacion (CCNI) at Pier 80 (Resolution No. 00-43)

Mr. Peter Dailey, Director of Maritime, indicated that the Port has concluded negotiations for a five-year Marine Terminal Agreement with Compania Chilean De Navegacion Interoceanica S.A. ("CCNI") for use of Pier 80. CCNI service will call San Francisco from Chile once a month. The agreement includes the following terms: Material provisions of the agreement include the following: (i) five year term, commencing June 1, 2000 with the ability of either party to terminate as of each May 31; (ii) reduced wharfage and dockage rates based on the total annual volume; (iii) nomination of Pier 80 as their regular published Bay Area port of call.

Estimated annual revenue for the CCNI agreement is approximately $250,000 from wharfage, dockage, and crane rental, which is to be shared with MTC per our management agreement with them.

CCNI's decision to utilize San Francisco as their Northern California port of call is further evidenced that the Port Commission made a proper decision to reopen Pier 80 under a revitalized marketing management approach. CCNI represents the third new container line to make San Francisco their port of call since the first of the year. He thanked Jill Simpson and Louise Anderson for their hard work as well as Jim Wiltshire of the Marine Terminal Corporation. Mr. Dailey showed the Commission the new Port advertisements.

ACTION: Commissioner Hardeman moved approval; Commissioner Lee seconded the motion. All of the Commissioners were in favor; Resolution No. 00-43 was adopted.

B. Approval of amendments to Port Tariff No. 4 related to embarking or disembarking at Ferry Terminals, mooring at any wharf, dock or landing, and rules governing speed of vessels within China Basin, and recommending amendments to Section 1612 of the Police Code regarding penalties for non-compliance with orders of the Port Commission. (Resolution No. 00-37)

Mr. Peter Dailey, Director of Maritime, indicated that with the opening of the China Basin Ferry Terminal located at Pacific Bell Park, the Giants and the Port are concerned with regulating activities on and around the ferry terminal and the waters of the China Basin area to protect safety, welfare and expedite operation of the ferry service. In particular there are safety and operational issues arising from vessel operators embarking or disembarking persons onto the ferry landing or vessel operators that might moor on or directly adjacent to the ferry terminal without permission from the Port. This activity creates liability exposure and interferes with the scheduled arrivals of ferry passengers. There is also a concern relating to vessels operating under excessive speed and exhibiting negligent maneuvers throughout the China Basin area. This behavior not only generates hazardous conditions for ferry service operations but also endangers mariners navigating in the area.

Therefore, the Port in conjunction with the Police Department and the Coast Guard have drafted amendments to the Port's Tariff relating to disembarking at Ferry Terminals, mooring at any wharf, dock or landing, and rules governing speed of vessels within China Basin, and recommend amendments to Section 1612 of the Police Code regarding penalties for non-compliance with orders of the Port Commission. Additionally, an amended resolution was provided to the Commission. In consultation with the City Attorney, Section 660(c) of the California Harbors and Navigations Code Section requires submittal to the California Dept. of Boating & Waterways all regulations relating to the operation of vessels at least 30 days prior to the effective date. However, because of health, safety and welfare concerns of vessel activity within China Basin during the ongoing baseball season, staff recommends that the Commission adopt the regulations on a temporary emergency basis effective upon adoption and for 60 days thereafter as allowed by State Law. The regulations will be brought back to the Commission for permanent adoption after the 30-day State review period has elapsed.

Mr. John Davey, Maritime Operations Manager, enumerated the proposed

amendments to the Port Tariff and the San Francisco Police Code set forth in the resolution. The Tariff items address the following:

1. ITEM 133 - Embarking or Disembarking Persons at Ferry Terminals without consent of the Executive Director

2. ITEM 134 - Mooring at any Wharf, Dock or Landing without the consent of the Executive Director

3. ITEM 158 - Rule Governing Speed of Vessels within China Basin

Currently under the Police Code, Article 23, Regulation for Port Area, Section 1612, Noncompliance with Orders of the Commission as Misdemeanor imposes only criminal penalties for violations of Port rules governing regulation of the harbor or vessels. The proposed amendment will allow such violations to also be charged as civil infractions. Violations charged as an infraction may be punishable for the first offense by a fine of not less than $50 nor more than $100 and for a second and each additional offense by a fine of not less than $150 nor more than $250. By adding the infraction provision and setting fines, the Police Department will have more flexibility to facilitate enforcement of the Tariff regulations. Violations can still be determined at the decision of the District Attorney to be misdemeanors. Because the Police Code provides for misdemeanor penalties and fines for infractions, authorizing legislation by the Board of Supervisors will be necessary to implement the Police Code section. Upon approval by the Port Commission, the Police Code amendment will be sent to the Board of Supervisors for approval by Ordinance. The District Attorney's office has also reviewed these amendments.

With these amendments in place, appropriate signs will be posted in and around the China Basin Ferry Terminal to notice the public of these regulations and the authority of the San Francisco Police Department to cite violators. It is the Port staff's recommendation that these provisions will improve the safety and navigation of not only the ferry operations but of the overall vessel traffic in the China Basin area. This will be achieved by clearly designating the ferry landing for authorized use only and by regulating the speed at which vessels operate to diminish the incidents of wake and collision damage.

Commissioner McCarthy inquired about other areas for mooring. Mr. Davey replied that right now the Port tariff indicates that you need to have permission to dock within the Port jurisdiction. Staff would like to further clarify to include a consent from the Executive Director of the Port otherwise they would be guilty of an infraction and could be fined. Mr. Davey indicated that the Port jurisdiction does not include the South Beach area but they can dock at the recreational public area.

Commissioner McCarthy asked about police involvement. Mr. Davey replied that they will be responsible for the enforcement of the rules. Port Staff will be available for advisement and notification of the rules.

ACTION: Commissioner Hardeman moved approval; Commissioner Lee seconded

the motion. All of the Commissioners were in favor; Resolution No. 00-37 was adopted.

C. Award of professional services contract to Sedway Group in the amount of $123,500.00 for preparation of maritime/industrial plan. (Resolution No. 00-45)

Mr. Peter Dailey, Director of Maritime, indicated that on March 23, 1999, the Port Commission, by Resolution No. 99-03, requested that a Maritime Advisory Panel be established to work with the Port to develop a maritime cargo and industrial plan for the port.

Since that time the Maritime Commerce Advisory Committee has been formed with fourteen members representing the varied maritime industries at the Port, including; organized labor, marine terminal operators, cargo shipping users, maritime industrial and warehouse users, excursion and ferry operators and the U.S. Maritime Administration.

On September 17, 1999, Port staff issued a request for qualifications from teams of consultants with multidisciplinary expertise to provide consulting services for waterfront planning and development projects ("Consultant RFQ"). The purpose of this Consultant RFQ was to create a list of Qualified Consultant Teams from which the Port could solicit proposals for planning and development consulting services, including the Maritime Cargo & Industrial plan.

As indicated in the informational presentation to the Port Commission at its November 17, 1999 meeting, responses to this request for qualifications were received from the following six consultant teams (listed alphabetically by the Lead Consultant):

- Bay Area Economics
- Economic & Planning Systems
- Economic Research Associates
- Hausrath Economics
- Keyser Marston Associates, Inc.
- Sedway Group

On April 14, 2000, Port staff requested proposals from five of the six Qualified Consultant Teams to provide Maritime Cargo and Industrial consulting services ("Consultant RFP"). The indicated scope of work was as follows:

A) Maritime Cargo & Industrial Market Analysis
B) Facility/Land Use Requirements for Maritime Cargo and Industrial uses.
C) Infrastructure Requirements

The two proposals submitted in response to the Consultant RFP were evaluated by a four-member selection committee comprised of Port staff, using the evaluation criteria indicated in the Consultant RFP. The selection committee rated the proposal submitted by the consultant team led by Sedway Group, higher than the proposal

submitted by the consultant team led by the Hausrath Economics Group.

The consultant team led by Sedway Group received the highest overall score from the selection committee, both before and after applying rating bonuses pursuant to Chapter 12D of the San Francisco Administrative Code.

Mr. Dailey requested the Commission to authorize Port staff to enter into a contract with the consultant team led by Sedway Group for the consulting services and the contract parameters indicated in the staff report.

Roger Peters, representing Hausrath Economics Group, indicated that after reading the staff report, several questions arose and wrote letters to the Port seeking information. To this date, they have not received any response from the Port and he sought staff's response to their concerns.

Mr. Dailey indicated that he received a letter from Hausrath regarding the selection criteria and the Human Rights Commission's status of the two vying parties. He read a letter from the HRC liaison in response to Hausrath Economics letter.

Commissioner Brandon inquired if the Sedway Group a certified MBE/WBE firm. Mr. Dailey replied that Sedway Group is indeed a certified WBE firm. During the evaluation, Sedway did not receive bonus points for its proposal. The evaluation panel determined Sedway's proposal to be superior without applying any bonus points. Hausrath is not a certified MBE/WBE firm.

Commissioner Brandon asked about the scoring system. Mr. Dailey replied that the evaluators were asked to judge the technical expertise of the consultants, the relevance of similar projects of the consultants, the amount of experience with maritime cargo and industrial planning project, amount and degree of relevance in recent experience of staff assigned to perform the expected task, the appropriateness of the proposal, clarity and completeness of the summary of the main points of the proposal, appropriateness and completeness of the services and specific role provided by each consulting team, appropriateness and completeness of the method, level of understanding and appropriateness of the services the expected task to be performed based upon consultants description. Sedway scored 360.3 points, Hausrath 291 points. Sedway scored 332.2 without MBE/WBE bonus points. Mr. Dailey indicated that they were both good proposals and reputable companies. One of the proposals was more expensive than the other but the Sedway Group had more specific knowledge to the Port. One of their lead proposers was a company that had specific knowledge pertaining to the Port's Economic Impact Report. Mr. Dailey indicated that the proposal put forth by Sedway acknowledges the Port's uniqueness and exhibited an understanding of the process to which the Port is trying to undertake.

Commissioner McCarthy asked if this consulting work was considered specialized and how much weight was given to maritime expertise. Mr. Dailey replied that a large amount was given to the maritime experience.

Commissioner McCarthy asked why one proposal cost more than the other and if staff

feels comfortable they would be able to do an adequate job for that fee. She also noticed that Sedway has done a lot of work around commercial real estate marketing plans and presumed they had done industrial maritime work. Mr. Dailey replied that the combination of Sedway and the Martin Group was unique. One of the alternatives of our proposal was to look at commercial opportunity at the Port. The combination of Sedway and Martin was unique because they understand the broad commercial opportunities for San Francisco. The Martin Group brought specific Port expertise. With regard to the cost, Mr. Dailey replied that staff described the job at a pre-bid conference and asked the firms for a proposal based upon what it would cost to get the job done in a proper manner. Staff is comfortable with the lowest bid.

ACTION: Commissioner Lee moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor; Resolution No. 00-45 was adopted.

6. REAL ESTATE

A. Approval of Fourth Amendment to Lease No. L-10446 with Kira Mikazon, an Individual affecting Pier 33, South (The Embarcadero at Bay Street). (Resolution No. 00-46) **THIS ITEM WAS TAKEN OFF CALENDAR.**

7. FACILITIES & OPERATIONS

A. Authorization for staff to advertise the Request for Bids to supply the Pier 1 Furniture, Fixture and Equipment, at a base cost of approximately $500,000, with the right to purchase additional product, as additional funds become available. (Resolution No. 00-42)

Mary Ilyin, Project Manager, indicated that the administrative offices of the Port of San Francisco will be moving to Pier 1 as part of the plan to vacate the Ferry Building prior to the commencement of the Ferry Building Renovation Project. Construction of the Port's space is underway, as a component of the Development Agreement with AMB Property Corporation. Move Coordination services will be provided, as approved by the Commission, by the Johns/Rife Group.

The Commission has approved funding of new furniture, fixtures and equipment for the Port's administrative offices at Pier 1 as part of the Fiscal Year 1999-2000 and 2000-2001 Budgets. Through this Commission action item, Port staff seeks authorization to advertise a Request for Bids for the Furniture, Fixture and Equipment needed for the Port's new administrative offices at Pier 1.

The request for bids must be advertised prior to the end of this fiscal year in order for the products to be ordered, shipped and installed in time for the December 2000 move to Pier 1. This schedule dictates that the bid be advertised no later than May 30, 2000.

The estimated total cost to purchase the needed quantity of products to replace all workstations, to add necessary space-saving file systems and to provide the correct, ergonomic furniture and equipment for staff is $950,000. Of this total, approximately

$500,000 will be available at the time of advertisement, which will occur in the current 1999-2000 Fiscal Year. For this reason, the contract will be structured so that additional products covered by the successful bid on a fixed unit cost basis may be purchased, as additional funds become available in Fiscal Year 2000-2001 and the first half of Fiscal Year 2001-2002.

The expenditure through December of 2001 is estimated at $950,000, and is included in the 1999-2000 and 2000-2001 Budgets as approved by the Port Commission. If bid results indicate cost increases in excess of the 1999 estimate, staff may recommend that additional funds be allocated for this purpose from the 2001-2002 Fiscal Year Budget.

ACTION: Commissioner Hardeman moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor; Resolution No. 00-42 was adopted.

8. PLANNING & DEVELOPMENT

A. Approval of vacation of portions of various unimproved streets and Memorandum of Understanding with the City's Recreation and Park Department to facilitate construction of India Basin Shoreline Park and Open Space. (Resolution No. 00-41)

In 1994, the City's Recreation & Park Department (RFD) obtained a BCDC permit to construct the 6.9 acre India Basin Shoreline Park and 4.5 acre India Basin Open Space located south of Pier 98. RPF has completed construction of the India Basin Shoreline Park, but has yet to construct the Open Space. Much of the land for the park and open space was obtained from private property owners. However, some land within the project area consisted of street rights-of-way that had never been developed into public streets. These so-called "paper streets" were created by the Salt Marsh and Tideland Map legislation of 1869. Some portions of these "paper streets" are located within the Port's jurisdiction and under Port ownership, and other portions are within the Department of Public Works' jurisdiction.

In order for RPD to utilize the Port properties for open space and park purposes, the street rights-of-ways must be extinguished through a formal vacation process as required by the State Highways Code. However, the requisite street vacation process was never undertaken. The Port and RPD had intended to enter into a Memorandum of Understanding (M.O.U.) to memorialize the use and responsibilities for the Port's property. However, the M.O.U. was never prepared or executed between the Port and RPD. The M.O.U. is required to assign responsibility to RPD for constructing and maintaining the park and open space, and for RPD to assume all liability associated with the project.

Port staff is recommending that the Port property ("paper streets") shall be made available for use by RPD for this park and open space, without any monetary compensation from RPD. If the Port were to require an annual lease payment for the property, the park and open space project would be cost prohibitive for RPD.

Therefore, through this agenda item Port staff requests approval to proceed with the

necessary street vacation process for the completed India Basin Shoreline Park and the yet to be constructed India Basin Open Space. Port staff will work with RPD, the City Department of Public Works and the City Department of Real Estate to complete this process in accordance with the State Highways Code. To complete the formal street vacation process, the Department of Real Estate will prepare formal legislation for approval by the Board of Supervisors. However, before the legislation is brought to the Board of Supervisors, Port staff will present to the Port Commission the street vacation legislation and a legal description of the subject property ("paper streets") for review and approval.

Port staff also requests approval to proceed with the drafting of a M.O.U. consistent with the prior discussions between the Port and RPD. The M.O.U. shall require that RPD shall assume all liabilities and expenses for the construction, operation and maintenance of the trust properties, and that the Port shall permit RPD's use of such properties without requiring monetary compensation. Port staff intends to present the final M.O.U. to the Port Commission for review and approval at the same time the street vacation legislation is presented for approval.

ACTION: Commissioner Lee moved approval; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor; Resolution No. 00-41 was adopted.

B. Resolution authorizing the Executive Director to apply for, accept and expend up to $100,000 from the State Coastal Conservancy's San Francisco Bay Area Conservancy Program and/or other Conservancy programs for planning and design of Brannan Street Wharf.(Resolution No. 00-40) "This action is within the scope of the Waterfront Land Use Plan Program EIR, certified on January 9, 1997, which EIR adequately described the project."

Ms. Veronica Sanchez, Manager of Governmental Affairs, indicated that the State Coastal Conservancy San Francisco Bay Area Conservancy program provides funding for open space projects accessible to urban populations for open space, recreational, and educational purposes. The Brannan Street Wharf is an open space project that will add a bayfront urban park to serve the growing South Beach/Rincon Point neighborhood, the City, and entire region.

Located on the Bay Trail, the Brannan Street Wharf will provide the neighborhood with a central community open space and will complement the adjacent proposed cruise terminal development at Piers 30-32. It will be located at the Delancey Street light-rail stop on The Embarcadero in the heart of the South Beach Waterfront. It will replace deteriorated Piers 34-36. Brannan Street Wharf will provide the neighborhood with a central public park on the Bay adjacent to the Herb Caen Promenade along The Embarcadero. It will provide opportunities to walk out over the water on a pier or wharf, quiet spaces to enjoy spectacular views, and a place for regional events. This open space will serve the adjacent South Beach/Rincon Point neighborhood and fulfill a regional role as a major destination for events such as major fireworks displays, public access for visitors to Pacific Bell Ball Park, and opportunities to view cruise ships at the Port's proposed cruise terminal development

on Piers 30-32.

The Coastal Conservancy grant would be used to fund a planning and design team to complete the plans for the project. The planning and design process will be a collaborative effort involving the Port, BCDC, "Save the Bay", South Beach residents, the South Beach/Rincon Point Citizens Advisory Committee, the new cruise terminal developers, the City's Planning Department, the City's Recreation and Parks Department, and other interested organizations. The results of this collaborative process will be the creation of a detailed program for the site, including cost estimates and a funding strategy for all project components.

This project in addition, is significant because it was identified in the Waterfront Land Use Plan and the Waterfront Design & Access Element adopted by the Port Commission in June 1997. The Brannan Street Wharf is an integral part of the public benefits project, which has been incorporated into the draft amendment to BCDC's plan, released for public review on May 16, 2000.

Brannan Street Wharf is a project that will serve a neighborhood community and entire region and is strongly supported by many environmental organizations like Save the Bay, neighborhood associations, city and regional public agencies.

ACTION: Commissioner McCarthy moved approval; Commissioner Lee seconded the motion. All of the Commissioners were in favor; Resolution No. 00-40 was adopted.

9. FINANCE & ADMINISTRATION

10. NEW BUSINESS / PUBLIC COMMENT

11. EXECUTIVE SESSION

A. Vote on whether to hold closed session to confer with Legal Counsel and Real Property Negotiator.

ACTION: Commissioner Hardeman moved approval; Commissioner Lee seconded the motion. All of the Commissioners were in favor.

At 5:10 p.m., the Commission Secretary announced that the Commission will withdraw to executive session to discuss the following:

B. CLOSED SESSION

(1) Discussion of Executive Director's Compensation for Fiscal Year 2000/2001.

(2) CONFERENCE WITH REAL PROPERTY NEGOTIATOR – This is specifically authorized under California Government Code Section 54956.8. ***This session is closed to any non-City/Port representative.****

a. Property: Rincon Park Restaurant Site at Folsom and Embarcadero

Person Negotiating:
Port of San Francisco: Paul Osmundson, Director of Planning and Development
*Nice Ventures Inc.: Reed Hearon

b. Property: Pier 45
Person Negotiating: Port of San Francisco: Paul Osmundson, Director of Planning & Development

c. Property: Pier 3
Person Negotiating:
Port of San Francisco: Jeff Bauer, Property Manager
Hornblower Yachts: Joe Wyman

d. Property: Pier 80
Person Negotiating:
Port of San Francisco: Peter Dailey, Director, Maritime
Union Pacific Railroad: Robert Starzell

(3) CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED & PENDING LITIGATION MATTERS:

a. Discuss significant exposure to litigation pursuant to subdivision (b) of the California Government Code Section 54956.9 (two cases).
___ As Defendant _X_ As Plaintiff

b. Discuss pending litigation matter pursuant to subdivision (a) of the California Government Code Section 54956.9 (one case).

- CICO-RW vs. Port of San Francisco, San Francisco Superior Court No. 989-618.

12. RECONVENE IN OPEN SESSION

At 7:43 p.m., Commissioners Brandon, McCarthy, Hardeman and Lee returned from executive session and convened in public session.

ACTION: Commissioner Hardeman moved approval to not disclose any information discussed in executive session; Commissioner McCarthy seconded the motion. All of the Commissioners were in favor.

The meeting was adjourned at 7:43 p.m.